



Philip L. Browning  
Director

COUNTY OF LOS ANGELES

## Child Support Services Department



April 18, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT WITH INFORMATIX, INC. FOR  
WEB-BASED DOCUMENT IMAGING AND ARCHIVING SERVICES  
(ALL DISTRICTS - 3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of the Child Support Services Department (CSSD) to sign an Agreement, substantially similar to Exhibit I, with Informatix, Inc. for web-based document imaging and archiving services for a term of one (1) year, with two (2) additional one-year renewal options at the County's sole discretion, with the maximum obligation to CSSD of \$1,161,954 for the entire term.

**PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION**

Informatix, Inc. (Informatix) is a sole source provider of the services sought and is uniquely positioned to provide CSSD with document imaging services and more importantly, access to the case records of the 57 other local child support agencies within the State of California. Informatix currently provides document imaging and retrieval services to all local child support agencies in the state, with the exception of Los Angeles County. Most of the California local child support agencies have joined the state's Master Services Agreement for the provision document conversion services with Informatix.

The Informatix imaging system will allow CSSD to view and access the child support records of all other California local child support agencies which subscribe to the Informatix Customer Online Storage and Retrieval System (COSTARS) database. This Agreement will enable CSSD to view, in real time, case records of all California

**EXECUTIVE OFFICE**

**5770 S. Eastern Avenue Commerce, CA 90040 (323) 889-3400**

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counties. Ultimately, the COSTARS database will be incorporated into the California Child Support Automation System (CCSAS), thereby making a more efficient transition of the counties' case records to the State's new automation system.

CSSD manages approximately 475,000 open case files and maintains thousands more case records that are not yet appropriate for purging or destruction. These case files contain important court documents, affidavits, audits and other documents necessary for the accurate and timely enforcement of child support. Currently, staff is required to retrieve case files from overcrowded file rooms to respond to the inquiries of CSSD case participants. If files are transported to court, lost or misplaced, service to CSSD customers is negatively impacted. Further, Call Center staff has no access to the divisional case files and must rely solely on the computer terms to answer customer inquiries. The imaging of CSSD's files will provide all Department staff with real time and immediate access to court orders and case documents, without regard to the location of the physical file, saving staff valuable time to more accurately and effectively handle constituent matters. Additionally, storing CSSD's files in a digital format will eventually enable the Department to open file room space for other important uses as the need for physical case files diminishes.

CSSD has researched other document imaging options. However, no other imaging company will provide the Department with the necessary access to the statewide records of the local child support agencies. In addition, the indexing system of the COSTARS database only integrates with documents imaged by Informatix.

In summary, the Agreement will benefit CSSD by 1) reducing the manually intensive process involved in maintaining case files in a hard copy format; 2) providing greater accessibility to documents; 3) reducing the potential for human error in the processing of documents and dissemination of information; 4) allowing CSSD to maximize limited floor space currently used for file retention; and 5) enabling CSSD to access the files of all other counties within California which are currently participating in Informatix's COSTARS child support database. This is a strategic Agreement for CSSD and will serve to greatly improve CSSD's performance in the collection and enforcement of support.

### **Implementation of Strategic Plan Goals**

Imaging CSSD case files and improving the Department's provision of customer service aligns with County Strategic Plan Goal 1: Service Excellence, Goal 3: Organizational Effectiveness, and Goal 5: The Assurance of the Well being of Children and Families.

## **FISCAL IMPACT/FINANCING**

The maximum County obligation for the term of this Agreement, including the extended terms, shall not exceed \$1,161,954. Funding for this service is included in the Department's annual budget for FYs 2006-07 and 2007-08 and will be included in the budget request for FY 2008-09. There is ***no net County cost*** for this Agreement as all monies for this project will be provided by federal and state funds as allocated to CSSD by the state Department of Child Support Services.

## **FACTS AND PROVISIONS/LEGAL REQUESTMENTS**

In the 1980's, Informatix was hired by the City and County of San Francisco to develop and maintain Computer Assisted Support Enforcement System (CASES). CASES serves 55 (out of 58) counties within California and is the counterpart to the Los Angeles County Access Replacement System (ARS), which maintains the child support caseloads of Orange County and San Diego County. Informatix currently provides document imaging and archiving services in the 55 CASES counties, as well as in Orange and San Diego Counties, which are members of the ARS consortia. COSTARS allows the counties to store and retrieve document images through a search and retrieval interface. The counties using COSTARS also have the ability to access the documents of all other California counties using COSTARS, which is crucial in light of the State's recent implementation of the State Disbursement Unit (SDU) and the future implementation of the CCSAS project. Additionally, access to COSTARS will greatly enhance the CSSD staff's ability to resolve inter-county customer disputes, duplicate case transfer issues and payment allocation inquiries.

Although there are other County contracts for imaging services, the services provided under such other contracts will not allow CSSD the added and necessary benefit of accessing the records of the other local child support agencies within the State, the primary reason for CSSD's request to enter into the proposed Agreement. The proposed Agreement has been approved as to form by County Counsel, the Chief Information Office and the Chief Administrative Office. Further, the proposed Agreement contains all of the Board's required contract provisions, including Compliance with Jury Service and the Safely Surrendered Baby Programs, as well as all of the County's standard terms and conditions applicable to the Information Technology (IT) service agreements.

This Agreement is not subject to the County's Living Wage Program (County Code Chapter 2.201). Informatix provides unique services and resources in support of its proprietary products. These specialized indexing services and resources are not available from County personnel.

### **CONTRACTING PROCESS**

Informatix was primarily selected through a Master Services Agreement (MSA) through the State of California, Department of General Services for Document Conversion Services. The MSA is deemed a competitively bid procurement, in accordance with MM 03-10, that established fair and reasonable prices. Therefore, it is unnecessary for each State Department or Agency to conduct additional competitive procurements. The purpose of the contract is the acquisition of COSTARS, which was developed by Informatix. It is a web-based imaging and archiving application that offers a solution to a paper intensive work environment for the management of records. If this Agreement is approved, Informatix will provide document imaging software and services to CSSD to image and archive all new case files after an agreed upon date.

In addition to greater accessibility to documents within CSSD, this Agreement will allow for mutual access of information between CSSD and the state's Health and Human Services Agency's Department of Technical Services, and among all other local child support agencies in the state. Access to documents of other counties will increase the efficiency of CSSD in establishing and enforcing child support cases for the residents of Los Angeles County.

### **IMPACT ON CURRENT SERVICES**

The execution of this Agreement will allow CSSD to significantly improve its effectiveness in both handling intra-county cases and resolving inter-county case transfers. The real time access to court documents and related case materials will significantly improve customer service, reduce errors in relaying customer information, reduce staff time in responding to requests for relief from statutory enforcement remedies, and decrease file room space and attendant rental fees.

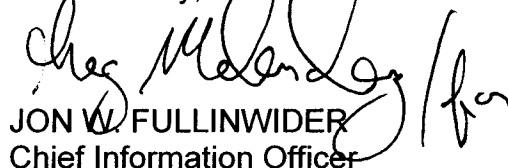
### **CONCLUSION**

The Executive Office is requested to return two (2) stamped copies of the Board's action to the Director of the Child Support Services Department.

Respectfully submitted,

  
STEVEN J. GOLIGHTLY  
Director

Reviewed by,

  
JON W. FULLINWIDER  
Chief Information Officer

### **Attachments**

c:     Executive Office, Board of Supervisors  
       Chief Administrative Officer  
       County Counsel

# CIO ANALYSIS

## AGREEMENT WITH INFORMATIX, INC. FOR WEB-BASED DOCUMENT IMAGING AND ARCHIVING SERVICES (ALL DISTRICTS – 3 VOTES)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

**Contract Type:**

☐ New Contract ☐ Contract Amendment ☐ Contract Extension  
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yr # of Option Yrs 2

**Contract Components:**

☐ Software ☐ Hardware ☐ Telecommunications  
☒ Professional Services

**Project Executive Sponsor:** STEVEN J. GOLIGHTLY

**Budget Information :**

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount	\$1,161,954 over three years
Aggregate Contract Amount	\$ N/A

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? No net County cost. 100% of the project cost will be offset using CSSD's allocation of funds from the State of California.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved?

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).
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**Project/Contract Description:**

The Agreement provides the County ability to (1) participate in the Customer Online Storage and Retrieval System (COSTARS) program and gain access to electronic child support records of 55 California counties, (2) house newly created child support case information in the COSTARS database for real-time retrieval, and (3) at a later date, convert existing child support cases with court orders into the same COSTARS database. CSSD is seeking a one-year contract, with 2 one-year extensions, for a total contract period of 3 years.

**Background:**

Two Child Support Enforcement (CSE) systems currently exist in California – the Computer Assisted Support Enforcement System (CASES, developed by Informatix) that is used by 55 of 58 counties, and the ACSES Replacement System (ARS) used by Los Angeles, Orange, and San Diego counties. COSTARS, a system created and maintained by Informatix, allows its members to store and retrieve their document images in real-time through a web-based search and retrieval interface. Currently, COSTARS contains child support case information for all California counties with the exception of Los Angeles County.

**Project Justification/Benefits:**

CSSD has over 475,000 open case files and maintains thousands more case records that are not yet appropriate for purging or destruction. Retrieval of paper-based records is often a labor intensive and time consuming effort, typically involves looking up document index, walking to storage facility (sometimes offsite), looking through file cabinets, checking out target document, copying needed information, and repeating the process to return the record. Call Center staff also can not answer customer inquiries during the same call, having to call back at a later date with the needed information.

The automation proposed will allow all CSSD staff to have real-time and immediate access to case files, court documents, affidavits and audit records, saving significant staff time. Call Center will be able to provide better customer service by retrieving case file information instantly from the online program. Physical file storage requirements will also decrease, saving the Department additional space rental costs. Furthermore, by joining COSTARS, CSSD will have the ability to look up information stored by other California counties through advanced search functions, while providing County documents to other counties for the same purpose. Overall, the implementation of this project will greatly improve CSSD's performance in the collection and enforcement of child support cases.

**Project Metrics:**

CSSD expects to achieve the following resource savings and service improvements:

- Over 75% reduction in clerical staff time for the retrieval of paper records. Clerical staff will be reallocated to perform other duties.
- Over \$20,000 per month in rental space savings for the El Segundo office.
- Significant Call Center response time improvement and reduction in error rate. Currently the Call Center staff does not have direct access to any documents in CSSD's case files, and questions that require case document reviews are forwarded to another division for resolution. The Call Center's policy is to provide answers to customer inquiries no later than 60 days. Once all case documents are imaged, such information will be available to Call Center representatives via their computers, resulting in instantaneous answers and resolutions.

**Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:**

CSSD will continue to spend valuable resources on retrieving case file information from overcrowded file rooms and take longer time to respond to customer inquiries. Accuracy of information lookup will continue to be a challenge because some paper records may be overlooked. CSSD will also need to budget more money in subsequent years for additional file space.

**Alternatives Considered:**

The Department could find its own imaging solution and negotiate its own rates. However, CSSD would not be able to access child support case information of other counties through COSTARS. In addition, it is believed that COSTARS database will most likely be incorporated into the mandated California Child Support Automation System (CCSAS) in 2008. CSSD will have to spend additional money and resource on a conversion project, plus retraining its staff on another imaging/retrieval system.

**Project Risks:**

Risk associated with the project is very minimal. The COSTARS system has been functioning for 57 of the State's local child support agencies for several years without problems.

**Risk Mitigation Measures:**

Quality control in terms of verifying scanned content and index scheme is critical in optimizing results.

**Financial Analysis:**

Funds will be provided by the State of California through CSSD. There is no net County cost to implement this project.

**CIO Concerns:**

None

**Financial Analysis:**

Funds will be provided by the State of California through CSSD. There is no net County cost to implement this project.

**CIO Concerns:**

None.

**CIO Recommendations:**

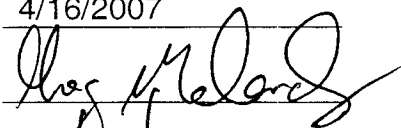
CSSD's imaging project is aligned with the County's Strategic Plan and IT Strategic Directions. Document imaging initiatives such as this provide faster data access, reduced manual labor, and improved customer satisfaction. My office supports this action and recommends approval by the Board.

**CIO APPROVAL**

Date Received: 4/02/2007

Prepared by: Gene Franklin Sr.

Date: 4/16/2007

Approved: 

Date: 4/19/2007





**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
INFORMATIX, INC.  
FOR  
DOCUMENT IMAGING SERVICES**

*AGREEMENT NUMBER* \_\_\_\_\_

## TABLE OF CONTENTS

1.	APPLICABLE DOCUMENTS AND DEFINITIONS .....	1
2.	ADMINISTRATION OF AGREEMENT – COUNTY .....	9
3.	ADMINISTRATION OF AGREEMENT – CONTRACTOR .....	9
4.	CHANGE NOTICES AND AMENDMENTS .....	11
5.	SCOPE OF WORK .....	12
6.	STANDARD AND APPROVAL OF SERVICES .....	13
7.	TERM .....	14
8.	PRICES AND FEES .....	14
9.	INVOICES AND PAYMENTS .....	15
10.	WARRANTIES .....	18
11.	OWNERSHIP AND LICENSE .....	20
12.	SYSTEM .....	20
13.	INDEMNIFICATION .....	21
14.	INSURANCE .....	21
15.	PROPRIETARY CONSIDERATIONS .....	24
16.	INTELLECTUAL PROPERTY INDEMNIFICATION .....	25
17.	PROHIBITION AGAINST ASSIGNMENT AND DELEGATION .....	26
18.	SUBCONTRACTING .....	27
19.	DISCLOSURE OF INFORMATION .....	29
20.	CONFIDENTIALITY .....	30
21.	TERMINATION FOR DEFAULT .....	31
22.	TERMINATION FOR CONVENIENCE .....	32
23.	TERMINATION FOR INSOLVENCY .....	32
24.	TERMINATION FOR IMPROPER CONSIDERATION .....	33
25.	EFFECT OF TERMINATION .....	33
26.	RECORDS AND AUDITS .....	34
27.	INDEPENDENT CONTRACTOR STATUS .....	35
28.	WARRANTY AGAINST CONTINGENT FEES .....	36
29.	MOST FAVORED PUBLIC ENTITY .....	36
30.	CONFLICT OF INTEREST .....	36
31.	COUNTY'S QUALITY ASSURANCE PLAN .....	37
32.	FORCE MAJEURE .....	37
33.	UNLAWFUL SOLICITATION .....	37
34.	RESOLICITATION OF BIDS AND PROPOSALS .....	38
35.	COMPLIANCE WITH APPLICABLE LAWS .....	38
36.	FAIR LABOR STANDARDS .....	38
37.	NONDISCRIMINATION AND COMPLIANCE WITH CIVIL RIGHTS LAWS .....	39
38.	NONDISCRIMINATION IN SERVICES .....	40
40.	RESTRICTIONS ON LOBBYING .....	40
41.	EMPLOYMENT ELIGIBILITY VERIFICATION .....	41
42.	CONSIDERATION OF GAIN / GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT .....	41
43.	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	42
44.	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	42
45.	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	42
46.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	43
47.	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	43
48.	COUNTY AUDIT SETTLEMENTS .....	45

49.	FEDERAL ACCESS TO RECORDS .....	45
50.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES.....	45
51.	NEW TECHNOLOGY.....	45
52.	NO THIRD PARTY BENEFICIARIES.....	46
53.	GOVERNING LAW, JURISDICTION AND VENUE .....	46
54.	DISPUTE RESOLUTION PROCEDURE.....	46
55.	WAIVER .....	47
56.	CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER.....	48
57.	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	48
58.	AUTHORIZATION WARRANTY .....	48
59.	FORMS AND PROCEDURES .....	48
60.	MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL..	48
61.	VALIDITY AND SEVERABILITY .....	49
62.	NOTICES.....	49
63.	NOTICE OF DELAYS .....	50
64.	ARM'S LENGTH NEGOTIATIONS.....	50
65.	NON-EXCLUSIVITY .....	50
66.	ACCESS TO COUNTY FACILITIES .....	50
67.	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM .....	51
68.	PHYSICAL ALTERATIONS.....	52
69.	CONTRACTOR'S OFFICES .....	52
70.	DELIVERY AND RISK OF LOSS .....	52
71.	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE .....	52
72.	COUNTY POLICY REGARDING RECYCLED PAPER .....	52
73.	ASSIGNMENT BY COUNTY.....	52
74.	CAPTIONS AND PARAGRAPH HEADINGS .....	52
75.	SURVIVAL .....	53

## **EXHIBITS**

### **EXHIBIT A – SCOPE OF WORK** PREAMBLE

- I – DESCRIPTION OF SERVICES
  - A – Background
  - B – Scope of Services
- II – SYSTEM IMPLEMENTATION
  - A – Task 1 – Project Management
  - B – Task 2 – Interface and Implementation
  - C – Task 3 – System Training
- III – SYSTEM UTILIZATION
- IV – PROFESSIONAL SERVICES
  - A – Consulting Services
  - B – Training

### **EXHIBIT B – LICENSE TERMS**

- I – SCOPE OF LICENSE
- II – LICENSE RESTRICTIONS
- III – LICENSE TERM
- IV – SOFTWARE WARRANTY
- V – DISCLAIMER OF SOFTWARE WARRANTY

### **EXHIBIT C – PRICES AND FEES**

- I – SYSTEM IMPLEMENTATION
- II – SYSTEM UTILIZATION
  - A – Document Conversion
  - B – Utilization Fees
- III – PROFESSIONAL SERVICES
  - A – Fixed Hourly Rate
  - B – Travel and Lodging
- IV – FIRST YEAR MAXIMUM COSTS

### **EXHIBIT D – ADMINISTRATION OF AGREEMENT**

- I – COUNTY'S KEY PERSONNEL
- II – CONTRACTOR'S KEY PERSONNEL

### **EXHIBIT E – EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT AGREEMENT**

### **EXHIBIT F – CONTRACTOR'S EEO CERTIFICATION**

### **EXHIBIT G – JURY SERVICE ORDINANCE**

### **EXHIBIT H – SAFELY SURRENDERED BABY LAW**

**AGREEMENT  
BETWEEN  
COUNTY OF LOS ANGELES  
AND  
INFORMATIX, INC.  
FOR  
DOCUMENT IMAGING SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Los Angeles (hereinafter "County") and Informatix, Inc., a California corporation (hereinafter "Contractor").

**RECITALS**

WHEREAS, Contractor is a private firm specializing in document imaging services (hereinafter "Services"), including converting and maintaining digital images, throughout the State of California; and

WHEREAS, County desires to receive from Contractor, and Contractor has agreed to provide to County, such Services; and

WHEREAS, such Services cannot be performed adequately, competently or satisfactorily by civil service employees, and it is impossible to recruit such personnel to perform such Services for the period of time during which such Services are needed by County; and

WHEREAS, this Agreement is, therefore, authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, County and Contractor agree as follows:

**1. APPLICABLE DOCUMENTS AND DEFINITIONS**

**1.1 Interpretation**

The provisions of this document, along with Exhibits A, B, C, D, E, F, G and H, all attached hereto and described in this Paragraph 1.1 below, are incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, subtask, deliverable, goods, service or other work, or otherwise, between the body of this Agreement and the Exhibits, or between the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits, according to the following descending priority:

- Exhibit A – Statement of Work
- Exhibit B – License Terms
- Exhibit B – Prices and Fees
- Exhibit D – Administration of Agreement
- Exhibit E – Employee Acknowledgment, Confidentiality and Assignment Agreement
- Exhibit F – Contractor's EEO Certification
- Exhibit G – Jury Service Ordinance
- Exhibit H – Safely Surrendered Baby Law

## 1.2 Entire Agreement

The body of this Agreement, together with the Recitals and all Exhibits, as further defined in Paragraph 1.1 (Interpretation) above, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

## 1.3 Definitions

The terms and phrases in this Paragraph 1.3 in quotes and with initial letter capitalized, where applicable, shall have the meanings set forth below when used in this Agreement, throughout and hereafter.

### Acceptance

As used herein, the term "Acceptance" shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other work provided by Contractor to County pursuant to this Agreement.

### Amendment

As used herein, the term "Amendment" shall have the meaning given to such term in Paragraph 4 (Change Notices and Amendments).

### Board of Supervisors

As used herein, the term "Board of Supervisors" shall mean County's Board of Supervisors, which is the governing body of County.

### Business Day(s)

As used herein, the term "Business Day(s)", whether singular or plural, shall mean Monday through Friday, excluding County observed holidays, unless stated otherwise.

### Change Notice

As used herein, the term "Change Notice" shall have the meaning given to such term in Paragraph 4 (Change Notices and Amendments).

#### Consulting Rate

As used herein, the term "Consulting Rate" shall mean the hourly rate, specified in Section III.A.1 (Consulting Services) of Exhibit C (Prices and Fees), for Consulting Services which may be provided by Contractor upon County's request therefor pursuant to Exhibit A (Scope of Work).

#### Consulting Services

As used herein, the term "Consulting Services" shall mean Professional Services, which may be provided by Contractor upon County's request therefor during the term of this Agreement pursuant to Section IV.A (Consulting Services) of Exhibit A (Scope of Work), as further described in Paragraph 5.3.1 (Consulting Services) below.

#### Contract Sum

As used herein, the term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as set forth in Paragraph 8.1 (Maximum Contract Sum). The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

#### Contractor; Informatix

As used herein, the terms "Contractor" and "Informatix" shall mean Informantix, Inc.

#### Contractor's Key Personnel

As used herein, the term "Contractor's Key Personnel" shall have the meaning set forth in Paragraph 3.1 (Administration of Agreement).

#### Contractor's Project Manager

As used herein, the term "Contractor's Project Manager" shall have the meaning set forth in Paragraph 3.2.1 (Contractor's Project Manager).

#### County

As used herein, the term "County" shall mean the County of Los Angeles, California.

#### County Materials

As used herein, the term "County Materials" shall have the meaning set forth in Paragraph 15.1 (County Materials).

#### County's Key Personnel

As used herein, the term "County's Key Personnel" shall have the meaning set forth in Paragraph 2.1 (Administration of Agreement).

#### County's Contract Administrator

As used herein, the term "County's Contract Administrator" shall have the meaning set forth in Paragraph 2.2.1 (County's Contract Administrator).

#### County's Project Manager

As used herein, the term "County's Project Manager" shall have the meaning set forth in Paragraph 2.2.2 (County's Project Manager).

#### Data

As used herein, the term "Data" shall mean the digital images of all State counties, including Images, residing on the System and made accessible to County pursuant to this Agreement.

#### Day(s)

As used herein, the term "day(s)", whether singular or plural, shall mean calendar day(s).

#### Deficiency(ies)

As used herein, the term "deficiency(ies)", whether singular or plural, shall mean and include any defect(s) in the design, development, implementation, materials and/or workmanship; error(s), omission(s); deviation(s) from published and/or mutually agreed upon standards; deviation(s) from any of the requirements or any County approved deliverables or Specifications under the Agreement; and/or other problems which result in the Images not complying with the provisions of this Agreement, including, but not limited to, the Specifications.

#### Deliverable(s)

As used herein, the term "deliverable(s)", whether singular or plural, shall mean items and/or services provided or to be provided by Contractor under this Agreement, including Exhibit A (Scope of Work).

#### Department; CSSD

As used herein, the terms "Department" and "CSSD" shall mean the Child Support Services Department of the County of Los Angeles.

#### Dispute Resolution Procedure

As used herein, the term "Dispute Resolution Procedure" shall mean the provisions of Paragraph 54 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Agreement.



### Documentation

As used herein, the term "Documentation" shall mean any and all written and electronic materials provided by Contractor, including, but not limited to, documentation relating to software specifications and functions, training course materials, Specifications, customer technical manuals, customer handbooks, customer flow charts, customer technical information, customer reference materials, customer user manuals, customer operating manuals, quick-reference guides, FAQs, and all other instructions and reference materials relating to the capabilities, operation, installation and use of the Software and Data made available or provided by Contractor hereunder.

### Effective Date

As used herein, the term "Effective Date" shall mean the date of execution of this Agreement by County and Contractor.

### Fixed Hourly Rate

As used herein, the term "Fixed Hourly Rate" shall mean the Consulting Rate or the Training Rate, as applicable, for Professional Services which may be provided by Contractor to County under this Agreement.

### Help Desk

As used herein, the term "Help Desk" shall mean Contractor's help desk for providing Services hereunder, as set forth in Exhibit A (Scope of Work) with all Attachments thereto.

### Image(s)

As used herein, the term "Image(s)", whether singular or plural, shall mean digital images of County's document(s) generated and made accessible to County pursuant to this Agreement, including Exhibit A (Scope of Work).

### Interface and Implementation

As used herein, the term "Interface and Implementation" shall mean the System Implementation services described in Section II.B (Task 2 – Interface and Implementation) of Exhibit A (Scope of Work).

### License

As used herein, the term "License" shall have the meaning set forth in Paragraph 11.2 (License).

### License Fee(s)

As used herein, the term "License Fee(s)", whether singular or plural, shall mean the fees for the Software License component of System Utilization as specified in Section II.B

(Utilization Fees) of Exhibit C (Prices and Fees).

#### Maintenance Fee(s)

As used herein, the term "Maintenance Fee(s)", whether singular or plural, shall mean the fees for the System maintenance and support component of System Utilization as specified in Section II.B (Utilization Fees) of Exhibit C (Prices and Fees).

#### Maximum Fixed Price

As used herein, the term "Maximum Fixed Price" shall mean the maximum amount to be paid by County to Contractor for Professional Services which may be provided by Contractor to County upon County's request therefor in accordance with this Agreement.

#### Professional Services

As used herein, the term "Professional Services" shall mean Consulting Services and/or Training, which may be provided by Contractor in accordance with Section IV (Professional Services) of Exhibit A (Scope of Work) upon County's request therefor.

#### Project Management

As used herein, the term "Project Management" shall mean the System Implementation services described in Section II.A (Task 1 – Project Management) of Exhibit A (Scope of Work).

#### Project Schedule

As used herein, the term "Project Schedule" shall mean the document developed by County and Contractor pursuant to Section II.A (Task 1 – Project Management) of Exhibit A (Scope of Work).

#### Proprietary Rights

As used herein, the term "Proprietary Rights" shall mean all legal and equitable rights, including all copyrights, patent rights, trade secrets, trademarks, confidential and proprietary information rights and all rights in and to any code, materials, pictures, interfaces, screen displays and audio visual displays and presentations, other than County Materials.

#### Scope of Work

As used herein, the term "Scope of Work" shall mean the scope of Contractor's Services under this Agreement, as specified in Exhibit A (Scope of Work).

#### Sensitive Information

As used herein, the term "Sensitive Information" shall mean any data or information, in any format, and includes sensitive financial information and information otherwise deemed

confidential by County or by applicable Federal, State or local law.

### Services

As used herein, the term "Services" shall mean System Implementation, System Utilization, Professional Services and any other work that may be provided by Contractor to County under this Agreement.

### Software; Costars®

As used herein, the terms "Software" and "Costars®" shall mean the software program(s) utilized by Contractor for performance of its Services under this Agreement.

### Specifications

As used herein, the term "Specifications" shall mean any or all of the following, as applicable:

1. All specifications, requirements and standards set forth in Exhibit A (Scope of Work).
2. The Documentation.
3. All specifications identified as such by Contractor, including, but not limited to, the Project Schedule.
4. All written or electronic materials furnished by or through Contractor regarding Contractor's System, including Software and all Data.

### State

As used herein, the term "State" shall mean the State of California.

### Support Hours

As used herein, the term "Support Hours" shall mean 7:00 a.m. to 6:00 p.m. Pacific Time, excluding County observed holidays, as further described in Section IV (Software Warranty) of Exhibit B (License Terms).

### System

As used herein, the term "System" shall mean all Software and Data made accessible to County in accordance with the terms of this Agreement as part of Contractor's Services provided hereunder.

### System Implementation

As used herein, the term "System Implementation" shall mean Project Management, Interface and Implementation, System Training and other tasks required for successful implementation

of Costars®.

#### System Training

As used herein, the term "System Training" shall mean the System Implementation services described in Section II.C (Task 3 – System Training) of Exhibit A (Scope of Work).

#### System Utilization

As used herein, the term "System Utilization" shall mean document conversion services, Software License, System maintenance and support and other tasks required for successful utilization of the System by County, as further described in Section II.B (Task 2 – System Utilization) of Exhibit A (Scope of Work).

#### Training

As used herein, the term "Training" shall mean the training, including train-the-trainers, described in Exhibit A (Scope of Work), which may be provided by Contractor to County as part of System Implementation in the form of System Training and/or as part of Professional Services upon County's request therefor.

#### Training Rate

As used herein, the term "Training Rate" shall mean the hourly rate, specified in Section III.A.2 (Training) of Exhibit C (Prices and Fees), for Training which may be provided by Contractor upon County's request therefor pursuant to Exhibit A (Scope of Work).

#### User(s); user(s)

As used herein, the terms "User(s)" and "user(s)", whether singular or plural, shall mean any person or entity authorized by County to access or use the System pursuant to this Agreement.

#### Utilization Fee(s)

As used herein, the term "Utilization Fee(s)", whether singular or plural, shall mean fees for System Utilization specified in Section II.B (Utilization Fees) of Exhibit C (Prices and Fees), including License Fees and Maintenance Fees.

#### Work Order(s)

As used herein, the term "Work Order(s)", whether singular or plural, shall mean any agreed upon scope of work for performance by Contractor of Professional Services which may be requested by County hereunder, including a Maximum Fixed Price for such work, as further described in Section IV (Professional Services) of Exhibit A (Scope of Work).

## 2. ADMINISTRATION OF AGREEMENT – COUNTY

### 2.1 Administration of Agreement

All persons administering this Agreement on behalf of County and listed in this Paragraph 2 below (hereinafter "County's Key Personnel") are listed in Section I (County's Key Personnel) of Exhibit D (Administration of Agreement). Unless otherwise specified, reference to each of the persons listed in such Section I (County's Key Personnel) of Exhibit D (Administration of Agreement) shall also include his/her designee. County will notify Contractor in writing of any change in the names and/or addresses of County's Key Personnel.

No member of County's Key Personnel is authorized to make any changes in any of the terms and conditions of this Agreement other than those specifically authorized under Paragraph 4 (Change Notices and Amendments).

### 2.2 County's Key Personnel

#### 2.2.1 County's Contract Administrator

County's Contract Administrator has full authority to supervise Contractor's performance in the daily operation of this Agreement and will provide direction to Contractor in the areas relating to County policy, information requirements and procedural standards.

#### 2.2.2 County's Project Manager

County's Project Manager will be responsible for ensuring that the objectives, standards and requirements of this Agreement are met. County's Project Manager will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods, services or any other work provided by or on behalf of Contractor.

### 2.3 County Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

## 3. ADMINISTRATION OF AGREEMENT – CONTRACTOR

### 3.1 Administration of Agreement

All persons administering this Agreement on behalf of Contractor and listed in this Paragraph 3 below (hereinafter "Contractor's Key Personnel") are listed in Section II (Contractor's Key Personnel) of Exhibit D (Administration of Agreement). Contractor shall notify County in writing of any change in the names and/or addresses of Contractor's Key Personnel.

### 3.2 Contractor's Key Personnel

#### 3.2.1 Contractor's Project Manager

Contractor's Project Manager shall be responsible for Contractor's performance of all its tasks and subtasks and ensuring Contractor's compliance with this Agreement. Contractor's Project Manager shall report to County in the manner set forth in Paragraph 3.5 (Reports by Contractor). Contractor's Project Manager shall interface with County's Project Manager as necessary or required by County and shall be available during Business Days for telephone contact and/or to meet with County personnel regarding the operation of this Agreement, as required by County's Project Manager.

#### 3.3 Approval of Contractor's Staff

3.3.1 County has the right to review each member or proposed member of Contractor's Key Personnel performing work under this Agreement prior to and during their performance of any work hereunder. County's Project Manager may also require replacement of any member of Contractor's Key Personnel by providing in writing a reasonable request for such removal. Contractor shall provide County with a resume of each such proposed initial staff member, including, but not limited to, Contractor's Key Personnel, and proposed replacement prior to his/her performance of any work hereunder. Contractor shall have thirty (30) days from the date of County's written request to replace such staff.

3.3.2 In addition, Contractor shall use best efforts to ensure continuity over time of the membership of Contractor's Key Personnel. If necessary, Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

3.3.3 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

3.3.4 In the event Contractor should ever need to remove any staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

#### 3.4 Background and Security Investigations

3.4.1 At any time prior to or during the term of this Agreement, County may require that all Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation to be performed by Contractor, as a condition to beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information

shall be at the expense of Contractor, regardless of whether Contractor's staff passes or fails the background clearance investigation.

- 3.4.2 County may request that Contractor's staff be immediately removed from working on the Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.
- 3.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 3.4.4 Disqualification, if any, of Contractor staff pursuant to this Paragraph 3.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

#### 3.5 Reports by Contractor

In order to control expenditures and to ensure the reporting of all goods, services and other work provided by Contractor, Contractor shall provide to County's Project Manager on a regular basis, as frequently as required by County's Project Manager, written reports which shall include, at a minimum, the following information:

1. Period covered by the report;
2. Tasks, subtasks, deliverables, goods, services and other work scheduled but not completed in the reporting period;
3. Issues resolved and to be resolved; and
4. Any other information which County may from time-to-time require.

#### 4. CHANGE NOTICES AND AMENDMENTS

- 4.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph 4.
- 4.2 County reserves the right to change to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 4.
- 4.3 For any change requested by County which does not affect the scope of work, term, payments or Contract Sum, or any term or condition included in this Agreement, a written Change Notice shall be prepared and executed by the Director, or his/her designee.
- 4.4 Except as otherwise provided in this Agreement, for any change requested by County which affects the scope of work, term, payments or Contract Sum, or any term or condition included in this Agreement, a negotiated written Amendment to this Agreement shall be prepared and executed by County's Board of Supervisors and Contractor's authorized representative(s).

- 4.5 County and Contractor have agreed upon a Project Schedule for the work described in Exhibit A (Scope of Work). Notwithstanding any other provision of this Paragraph 4, changes to the Project Schedule shall be made only upon mutual agreement, in writing, by County's Project Manager and Contractor's Project Manager, provided that County's Project Manager's and Contractor's Project Manager's agreement to alter the Project Schedule shall not prejudice either party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Paragraph 4.4 above.
- 4.6 Notwithstanding any other provision of this Paragraph 4, to the extent that extensions of time for Contractor performance do not impact either the Scope of Work or cost of this Agreement, County's Project Manager, in his/her sole discretion, may grant Contractor extensions of time in writing for the work subject to the Project Schedule, provided that such extensions shall not exceed a total of six (6) months during the term of the Agreement.
- 4.7 County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Director and Contractor's authorized representative(s).
- 4.8 Facsimile
- Except for the parties' initial signatures to this Agreement, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Paragraph 4 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

## **5. SCOPE OF WORK**

During this Agreement, Contractor shall provide to County Services for implementing, establishing connectivity to, and training on use of, the System, including document repository, and insure its utilization as provided in Exhibit A (Scope of Work) and set forth in this Paragraph 5 below.

### **5.1 System Implementation**

Contractor, with assistance and cooperation from County where applicable, shall perform System Implementation, including Project Management, Interfaces and Implementation, System Training and other services required for successful implementation of the System by Contractor in accordance with Section II (System Implementation) of Exhibit A (Scope of Work), including respective Tasks 1, 2 and 3, pursuant to the Project Schedule developed under such Section II (System Implementation) of Exhibit A (Scope of Work).



## 5.2 System Utilization

Contractor, with assistance and cooperation from County where applicable, shall provide System Utilization services, including document conversion, System maintenance and support services and other services required for successful utilization by County of the System in accordance Section III (System Utilization) of Exhibit A (Scope of Work).

## 5.3 Professional Services

Upon County's request therefor, and approval thereof, Contractor shall provide to County Professional Services, including Consulting Services and Training, in accordance with Section IV (Professional Services) of Exhibit A (Scope of Work) by executing a Change Notice, at the rates and fees set forth in Section III (Professional Services) of Exhibit C (Fees and Prices). The total expenditure under this Agreement including all Professional Services shall not exceed the Contract Sum.

### 5.3.1 Consulting Services

All Consulting Services agreed upon pursuant to the terms of this Agreement, shall be provided by Contractor to County in accordance with Section IV.A (Consulting Services) of Exhibit A (Scope of Work) and the applicable Work Order. County shall not be liable for Utilization Fees, including License Fees and Maintenance Fees, or any other fees in addition to the Maximum Fixed Price agreed upon for such Consulting Fees.

### 5.3.2 Training

All Training agreed upon pursuant to the terms of this Agreement, shall be provided by Contractor to County in accordance with Section IV.B (Training) of Exhibit A (Scope of Work) and the applicable Work Order. County shall not be liable for Utilization Fees, including License Fees and Maintenance Fees, or any other fees in addition to the Maximum Fixed Price agreed upon for such Additional Training.

## 6. STANDARD AND APPROVAL OF SERVICES

### 6.1 Standard of Services

Contractor's services and other work required by this Agreement shall conform to high professional standards as they exist in Contractor's profession or field of practice. If Contractor's services and other work provided under this Agreement fail to conform to such high professional standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, re-perform such services or other work. Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor, the Software or any other tools introduced by Contractor into the System for the purpose of performing services or other work under this Agreement or otherwise.

## 6.2 Approval of Work

All tasks, subtasks, deliverables, goods, services and other work provided by Contractor under this Agreement must have the written approval of County's Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval. If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County therefor.

## 6.3 Right to Reject

County reserves the right to reject any tasks, subtasks, deliverables, goods, services and/or other work not approved by County pursuant to Paragraph 6.2 (Approval of Work) above or other applicable provisions of this Agreement.

## 7. TERM

7.1 The term of this Agreement shall commence upon the Effective Date and shall expire one (1) year thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term").

7.2 At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to two (2) additional consecutive one (1) year terms (hereinafter "Extended Term"); provided, however, if County elects not to exercise its option to extend at the end of the Initial Term, or the Extended Term, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, the Director, or his/her designee, notifies Contractor in writing that it elects not to extend the Agreement pursuant to this Paragraph 7.

7.3 As used throughout this Agreement, the word "term" shall include the Initial Term and the Extended Term, to the extent County exercises any of its options under this Paragraph 7.

7.4 Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Agreement term. Upon occurrence of this event, Contractor shall send written notification to County's Contract Administrator at the address set forth in Section I (County's Key Personnel) of Exhibit D (Administration of Agreement).

## 8. PRICES AND FEES

### 8.1 Maximum Contract Sum

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services and other work requested and specified under this Agreement, including System Implementation, System Utilization and Professional Services. All work completed by Contractor must be

approved in writing by County in accordance with Paragraph 6.2 (Approval of Work). The Contract Sum, including all applicable taxes, if any, authorized by County for the term of this Agreement, including the Extended Term, shall not exceed One Million One Hundred Sixty One Thousand Nine Hundred Fifty-Four Dollars (\$1,161,954), unless the Contract Sum is modified pursuant to a duly approved Amendment to this Agreement by County's Board of Supervisors and Contractor's authorized representative pursuant to Paragraph 4 (Change Notices and Amendments).

8.2 Contract Sum Monitoring

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum authorized for this Agreement. Upon occurrence of this event, Contractor shall provide written notification to County's Contract Administrator at the address set forth in Section I (County's Key Personnel) in Exhibit D (Administration of Agreement).

8.3 County's Obligation for Future Fiscal Years

County's obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Agreement. Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then County shall, at its sole discretion, either (i) terminate this Agreement as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated. County will notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

8.4 No Payment for Services Provided Following Expiration / Termination of Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any services provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. The provisions of this Paragraph 8.4 shall survive the expiration or other termination of this Agreement.

9. INVOICES AND PAYMENTS

9.1 Invoices

Contractor shall invoice County: (i) for System Implementation, upon Contractor's successful completion and County's Acceptance and written approval in accordance with the terms of this Agreement of all System Implementation tasks and deliverables set forth in Section II (System Implementation) of Exhibit A (Scope of Work), including Task 1 (Project

Management), Task 2 (Interface and Implementation) and Task 3 (System Training); (ii) for System Utilization, including License Fees and Maintenance Fees, monthly in arrears commencing one (1) month following the Effective Date, (iii) for Professional Services, including Consulting Services and Additional Training, and all other tasks, subtasks, deliverables, goods, services and other work which may be provided by Contractor upon County's request, upon Contractor's successful completion and County's Acceptance and written approval thereof in accordance with the applicable Work Order(s) and this Agreement.

#### 9.1.1 Submission of Invoices

Contractor's invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit C (Prices and Fees). All invoices and supporting documents under this Agreement shall be submitted to the person designated in Section I (County's Key Personnel) of Exhibit D (Administration of Agreement) as County's Contract Administrator at the address specified therein.

#### 9.1.2 Invoice Details

Each invoice submitted by Contractor shall indicate, at a minimum:

1. Agreement Name and Number;
2. The tasks, subtasks, deliverables, goods, services and/or other work provided by Contractor in accordance with Exhibit A (Scope of Work) and/or any applicable Work Order for which payment is claimed;
3. The date of written approval, if applicable, of the tasks, subtasks, deliverables, goods, services or other work by County's Project Manager; and
4. Indication of any applicable withhold amounts for payments claimed or reversals thereof.

#### 9.1.3 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

#### 9.1.4 Invoice Discrepancies

County's Project Manager will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If County's Project Manager does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to

Contractor and pay such amount in satisfaction of the disputed invoice. In any event, County's Project Manager, in his/her sole discretion, will determine if such invoice should be approved for payment based upon Contractor's written explanation, subject to the Dispute Resolution Procedure.

#### 9.2 Delivery of Software; Transportation Charges

It is in the intent of the parties that any and all Software, Images and/or Documentation, required to be provided by Contractor to County under Exhibit A (Scope of Work), shall be delivered: (i) solely in electronic format (e.g., via electronic mail or internet download), or (ii) personally by Contractor staff who shall load such Software, Images and/or Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver such items to County.

Any Software, Images and/or Documentation provided or delivered by Contractor to County in a tangible format shall be F.O.B. Destination. The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) includes all amounts necessary for County to reimburse Contractor for all transportation and related insurance charges, if any, on Software, Images and/or Documentation procured by County from Contractor pursuant to this Agreement. Except as provided in Exhibit A (Scope of Work), all transportation and related insurance charges, if any, shall be paid directly by Contractor to the applicable carrier. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such transportation and related insurance charges.

#### 9.3 Sales/Use Tax

The Contract Sum shown in Paragraph 8.1 (Maximum Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all Software, Images and Documentation provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of System Implementation, System Utilization and Professional Services. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority.

Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

#### 9.4 Payments

Provided that Contractor is not in default under any provision of this Agreement, County will

pay all invoice amounts to Contractor within thirty (30) days of receipt of invoices that have not been disputed pursuant to Paragraph 9.1.4 (Invoice Discrepancies) above. County's failure within the thirty (30) day period, however, shall not entitle Contractor to impose an interest on any late payment. Any disputes with respect to payments shall not waive County's rights of ownership and License otherwise granted under this Agreement.

9.5 County's Right to Withhold Payment

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any task or deliverable while Contractor is in material default hereunder.

10. **WARRANTIES**

10.1 Software Warranty

The Software provided by Contractor under this Agreement shall be subject to the Software warranties set forth in Section IV (Software Warranty) of Exhibit B (License Terms). Contractor shall correct all deficiencies resulting from its failure to conform to the Software warranties pursuant to such Section IV (Software Warranty) of Exhibit B (License Terms) and as otherwise set forth in the Agreement, including Exhibit A (Scope of Work).

10.2 Services Warranty

The Services provided by Contractor under this Agreement, including Professional Services and those related to System Utilization shall be subject to the warranties set forth in Section III (System Utilization) of Exhibit A (Scope of Work). Contractor shall correct all deficiencies resulting from its failure to conform to the services warranties pursuant to such Section III (System Utilization) of Exhibit A (Scope of Work) and as otherwise set forth in the Agreement.

10.3 General Warranties

Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement:

- A. Contractor shall strictly comply with the descriptions and representations (including, but not limited to, Documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including Exhibit A (Scope of Work).
- B. All tasks, subtasks, deliverables, goods, services and other work shall be performed in a timely and professional manner by qualified personnel.
- C. The System components shall interface and be compatible with each other; and the System components, when taken together, shall be capable of delivering all of the

functionality as set forth in this Agreement.

- D. Contractor shall not knowingly cause any unplanned interruption of the operations of, or accessibility to the System or any System component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of the System or any System component to County or any User or which could alter, destroy, or inhibit the use of the System, any System component, or the data contained therein (collectively referred to for purposes of this Paragraph 10.3(D) as "Disabling Device(s)"), which could block access to or prevent the use of the System or any System component by County or Users. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered System component to contain any Disabling Device, other than lock-offs contained on the delivered media which only prevents use of software contained on such media other than System components.

#### 10.4 Breach of Warranty Obligations

Failure by Contractor to timely perform its obligations set forth in this Paragraph 10 shall constitute a material breach, upon which, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Paragraph 21 (Termination for Default).

#### 10.5 Continuous Product Support

In the event Contractor (a) assigns this Agreement (which requires the consent of County, which consent shall not be unreasonably withheld), (b) is acquired, becomes otherwise controlled by another individual or entity, (c) sells, assigns or transfers more than fifty percent (50%) of its interest in the Application Software, (d) markets a software product which replaces the Software, or (e) is deemed insolvent (collectively referred to as a "Successor Event"), and, as result, subsequent to that Successor Event, the Software is not supported to at least the same level that Contractor supported the Software, then, if requested by County, Contractor shall provide the necessary training and/or means to enable County to adequately maintain Images using the Software at no cost to County.

In any event, the assignee or successor, by taking benefit (including, without limitation, acceptance of any payment under this Agreement) shall be deemed to have ratified this Agreement.

#### 10.6 Warranty Pass-Through

Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered

by any manufacturer of any System Software module and/or Component or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

## **11. OWNERSHIP AND LICENSE**

### **11.1 Ownership**

Contractor has and will retain all right, title and interest in the source code of the Costars®, its website and/or ancillary hardware and the software during the term of this Agreement and at any time in the future. All such right, title and interest are reserved as the exclusive property of Contractor as protected by US patent and copyright laws.

Contractor acknowledges that County retains during, and shall retain subsequent to the termination or expiration of, the Agreement the sole, full, exclusive and complete ownership and control of all data and document Image files converted and stored under this Agreement, regardless of the source of funds for the Agreement.

### **11.2 License**

Subject to Paragraph 11.1 (Ownership) above, Contractor hereby grants to County non-exclusive term license to use the Software and related Documentation provided by Contractor for the purpose of this Agreement (hereinafter "License") for use by County Users, as set forth in Exhibit B (License Terms).

### **11.3 Proprietary Rights**

County acknowledges and agrees (i) that the Software, including related Documentation, is the confidential and copyrighted property of Contractor or its licensors, and all rights therein not expressly granted to County are reserved to Contractor or its licensors, as applicable; and (ii) that Contractor or its licensors retain all Proprietary Rights in and to the foregoing.

### **11.4 Successor Product**

If, during the term of this Agreement, Contractor markets a successor software product which replaces the Software at any time when County is entitled to System Utilization, then County shall be entitled to such successor product (hereinafter "Successor Product") at no additional License Fees during the term of the Agreement. County's license to such successor product shall be the same as County's License for the Software, and the System Utilization terms shall remain unchanged.

## **12. SYSTEM**

Subject to County's obligations of Acceptance and/or approval set forth in Exhibit A (Scope of Work) and the Agreement, following System Implementation by Contractor, County shall have the right to use the System, without any additional cost to County, where County determines that it is necessary for County operations.



### 13. **INDEMNIFICATION**

#### 13.1 **General**

Subject to the provisions of Paragraph 13.2 (Limitation of Liability), Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (collectively referred to for purposes of this Paragraph 14 as "County") from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to claims and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or related to Contractor, Contractor's agents', employees' or subcontractors' acts or omissions in the performance of services or provision of products hereunder, including, without limitation, any workers' compensation suits, liability, or expense, arising from or connected with services performed by any person on behalf of Contractor, Contractor's agents, employees or subcontractors pursuant to this Agreement.

#### 13.2 **Limitation of Liability**

In no event shall either party be liable for any indirect, special, incidental or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, use or other economic advantage other than data) arising from any claim (including in contract, tort or otherwise), even if a party has been advised of the possibility of such damages.

### 14. **INSURANCE**

#### 14.1 **General Insurance Requirements**

Without limiting Contractor's indemnification of County, Contractor shall, during the term of this Agreement provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

Subject to County's approval, Contractor may satisfy the insurance obligations herein through use of a self-insurance program. Under such self-insurance coverage, County shall be considered a protected party with the same protection from liability and defense of lawsuits as would be provided by first dollar commercial insurance. Contractor agrees to provide, on an annual basis, a current audited financial statement to be evaluated by County to verify Contractor has adequate financial resources to respond to claims falling within the self-insured retention or self-insured program. Contractor also agrees to notify County of any change in Contractor's financial condition which would have a significant negative effect on the Contractor's self-insurance program.

14.2 Insurance Coverage Requirements

14.2.1 Insurance Programs

14.2.1.1 General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

14.2.1.2 Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

14.2.1.3 Workers' Compensation and Employers' Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - Policy Limit	\$1 million
Disease - Each Employee	\$1 million

14.2.1.4 Professional Liability

Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

14.2.2 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the person designated in Section I (County's Key Personnel) of Exhibit D (Administration of Agreement) as County's Contract Administrator prior to commencing work under this Agreement. Such certificates or other evidence shall, at a minimum:

1. Specifically identify this Agreement;
2. Clearly evidence all coverages required in this Agreement;
3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

4. Include copies of the additional insured endorsement to the commercial general policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement; and
5. Identify any deductibles or self-insured retentions for County's approval.

#### 14.2.3 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

#### 14.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
2. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
3. Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to County's Contract Administrator.
4. Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

#### 14.2.5 Insurance Coverage Requirements for Subcontractors

All subcontractors performing work under this Agreement shall be subject to the insurance requirements of this Agreement, including this Paragraph 14, at no cost to County. Contractor shall ensure that any and all subcontractors performing services under this Agreement meet such insurance requirements, if any, by either:

1. Contractor providing evidence of insurance covering the activities of subcontractors, or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

In any event, Contractor shall be fully responsible for any and all liabilities arising out of Contractor's use of subcontractors under this Agreement.

#### 14.3 Failure to Procure and Maintain Insurance

Failure by Contractor to procure and maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Agreement, upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may then (i) obtain damages from Contractor resulting from such breach or, (ii) alternatively, purchase such required insurance coverage, and without further notice to Contractor, deduct from the sums due to Contractor any premium costs advanced by County for such insurance.

### 15. PROPRIETARY CONSIDERATIONS

#### 15.1 County Materials

Contractor and County agree that all materials, plans, reports, the Project Schedule, Images, documentation and training materials developed by or solely for County, departmental procedures and processes, deliverables, data and any other information provided by County or by Contractor pursuant to and for delivery to County under this Agreement other than Software and Documentation (collectively "County Materials"), and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County. Contractor hereby assigns and transfers to County all of Contractor's right, title, and interest in and to all such County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. During, and for a minimum of five (5) years subsequent to, the term of this Agreement, Contractor shall retain any and all such working papers. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

#### 15.2 Transfer to County

Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials, including, but not limited to, all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

#### 15.3 Contractor's Obligations

Contractor shall protect the security of and keep confidential all County Materials and shall use whatever security measures are necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

#### 15.4 Proprietary and Confidential

Any and all County Materials which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which

Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL".

15.5 Public Records Act

- 15.5.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Paragraph 26 (Records and Audits) become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked as "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records and/or elements marked "trade secret", "confidential" or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act.

- 15.5.2 Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- i. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- ii. Any Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

15.6 Survival

The provisions of this Paragraph 15 shall survive the expiration or termination of this Agreement.

16. **INTELLECTUAL PROPERTY INDEMNIFICATION**

- 16.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership and all other rights granted by this Agreement to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use the System without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent

of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Agreement; and (vi) that to the best of Contractor's knowledge neither the performance of this Agreement by Contractor, nor the License to or ownership by, and use by, County and its Users of the Software in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 16.2 Contractor shall indemnify, hold harmless and defend County, and its Special Districts, elected and appointed officers, employees and agents (hereinafter in this Paragraph 16 "County"), from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorneys' fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the System or the utilization of Contractor's work under this Agreement (hereinafter collectively "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 16 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 16.3 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Software or affected component(s) thereof, or part(s) thereof, to the same extent of County's License or ownership rights under this Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the Software or component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Software and all components thereof become non-infringing, non-misappropriating and non-disclosing.
- 16.4 If Contractor fails to complete the remedial measures in Paragraph 16.3 above within forty-five (45) days of the date of the written notice from County, County shall have the right to take such remedial measures it deems reasonable to mitigate any impairment of its use of the System or components thereof, or damages or other costs or expenses associated with the Infringement Claim(s) (collectively hereinafter "Remedial Acts"). Contractor shall indemnify County for all amounts paid and all direct and indirect costs associated with such Remedial Acts by County. Failure by Contractor to pay such amounts and costs within ten (10) days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts and costs paid in connection with such Remedial Acts by County.

## **17. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION**

- 17.1 Contractor shall not assign its rights and/or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, which consent shall

not be unreasonably withheld, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 17, County's consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties pursuant to Paragraph 4 (Change Notices and Amendments). Any payments by County to any approved delegatee or assignee on any claim under this Agreement, in consequence of any such consent, shall be deductible, at County's sole discretion, against the claims which Contractor may have against County, whether under this Agreement or otherwise.

17.2 Shareholders, partners, members and/or other equity holders of Contractor may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written approval of County in accordance with the applicable provisions of this Agreement.

17.3 Any assumptions, assignment, delegation or takeover of any of Contractor's duties, responsibilities, obligations or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout or other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 18. **SUBCONTRACTING**

18.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Paragraph 18. Any attempt by Contractor to subcontract any performance under this Agreement without the prior written consent of County shall be null and void and shall be deemed a material breach of this Agreement, upon which County may immediately terminate this Agreement. Notwithstanding the foregoing, Contractor has identified and entered into subcontract(s) with the following subcontractor(s), which are deemed approved by County (collectively "Preapproved Subcontractor(s)") for the purpose of this Paragraph 18: \_\_\_\_\_.

18.2 If Contractor desires to subcontract any portion of its performance under this Agreement with contractors other than Preapproved Subcontractor(s), Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:

1. The reason(s) for the particular subcontract;
2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected;

3. A detailed description of the work to be performed by the proposed subcontractor;
  4. Confidentiality provisions applicable to the proposed subcontractor's officers, employees and agents, which would be incorporated into the subcontract;
  5. A draft copy of the proposed subcontract, which shall, at a minimum:
    - (a) include representations and warranties by subcontractor that subcontractor (i) is qualified to perform the work for which subcontractor has been hired; (ii) maintains the insurance required by Paragraph 14 (Insurance) above, and (iii) is solely liable and responsible for any and all of its taxes, payments and compensation, including compensation to its employees;
    - (b) provide for indemnification by subcontractor of County and Contractor; and
    - (c) requires subcontractor, and all of its employees, to adhere to the confidentiality and non-disclosure provisions under this Agreement.
  6. Unless otherwise determined unnecessary by County, copies of certificates of insurance from the proposed subcontractor which establish that the subcontractor maintains the minimum programs of insurance required by County.
  7. Other pertinent information and/or certifications requested by County.
- 18.3 County will review Contractor's request to subcontract and determine on a case-by-case basis whether or not to consent to such request, which consent shall not be unreasonably withheld.
- 18.4 Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees and agents (hereinafter in this Paragraph 18 "County"), from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any subcontractor, including, without limitation, any officers, employees or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees and agents, under this Agreement.
- 18.5 Notwithstanding County's consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Agreement. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. Furthermore, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County's approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.



- 18.6 County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County's right prior to subcontractors commencing performance under this Agreement. Contractor shall assure that any subcontractor personnel not approved in writing by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. Further, in the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such right.
- 18.7 Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 18.8 In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, Contractor shall deliver to County's Contract Administrator, immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract:
1. A fully executed copy of each subcontract entered into by Contractor;
  2. Certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required under Paragraph 14 (Insurance).
- 18.9 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 18 or a blanket consent to any further subcontracting.

**19. DISCLOSURE OF INFORMATION**

- 19.1 Contractor shall not disclose any details in connection with this Agreement, including but not limited to any of its terms or conditions or any circumstances which occur during the performance of this Agreement, to any person or entity, except as may be otherwise provided herein or required by law.
- 19.2 However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Agreement under the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Manager, which consent shall not be unreasonably withheld.
3. Contractor may, without the prior written consent of County, indicate in its proposals and sales that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 19 shall apply.

## **20. CONFIDENTIALITY**

- 20.1 Each party shall maintain the confidentiality of all its records, data and information, including, but not limited to, billing and County records, County Materials, Sensitive Information, Images and the Software, of which a party has possession or knowledge (hereinafter "Confidential Information"), in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, subject to the California Public Records Act. Each party agrees, unless required by law, to take all reasonable steps to ensure that the Confidential Information will not be disclosed to any third party without the written consent of the other party.

A party's Confidential Information shall not include information that: (i) was in the receiving party's lawful possession prior to receipt from the disclosing party; (ii) is lawfully obtained by the receiving party from a third party having no obligation of secrecy to the other party; (iii) is or becomes a part of the public domain through no act or omission of the receiving party; or (iv) is independently developed by the receiving party.

- 20.2 Contractor shall inform all of its officers, employees, agents and subcontractors performing work hereunder of the confidentiality provisions of this Agreement and shall ensure that each of its officers, employees, agents and subcontractors performing work hereunder has executed, prior to commencing such work, Contractor's standard confidentiality and non-disclosure agreement sufficient to bind such officer, employee, agent or subcontractor to the confidentiality and non-disclosure provisions of this Agreement, including Exhibit E (Employee Acknowledgment, Confidentiality and Assignment Agreement). Contractor shall also provide to County an executed Employee Acknowledgment, Confidentiality and Assignment Agreement (Exhibit E) for each of Contractor's Key Personnel and employees with access to Sensitive Information, as provided in Paragraph 27 (Independent Contractor Status).

Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents (hereinafter in this Paragraph 20 "County"), from and against any and all loss, damage, liability, and expense, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by this Paragraph 20.

20.3 With respect to any identifiable information concerning any person that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

20.4 Contractor acknowledges that a breach by Contractor of this Paragraph 20 may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Paragraph 20 and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 20.

## **21. TERMINATION FOR DEFAULT**

21.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if:

1. Contractor fails to timely provide and/or satisfactorily perform any task, subtask, deliverable, goods, service or other work within the times specified in this Agreement, including any applicable Project Schedule; or
2. Contractor fails to demonstrate a high probability of timely fulfillment of the performance requirements under this Agreement; or
3. Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or
4. Contractor fails to perform or comply with any other provisions of this Agreement or materially breaches this Agreement;

and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within fifteen (15) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

21.2 If, after County has given notice of termination under the provisions of this Paragraph 21, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 22 (Termination for Convenience).

- 21.3 The rights and remedies of County provided in this Paragraph 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**22. TERMINATION FOR CONVENIENCE**

- 22.1 This Agreement may be terminated, in whole or in part, permanently or from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) calendar days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 21 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.
- 22.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, Contractor's termination claim and invoice. Such claim and invoice shall be submitted promptly, but no later than thirty (30) days from the effective date of termination.

**23. TERMINATION FOR INSOLVENCY**

- 23.1 County may terminate this Agreement immediately at any time upon the occurrence of any of the following:
1. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County;
  2. The filing of a voluntary or involuntary petition to have Contractor declared bankrupt, where the involuntary petition is not dismissed within sixty (60) days;
  3. The appointment of a receiver or trustee for Contractor; or
  4. The execution by Contractor of an assignment for the benefit of creditors.
- 23.2 The rights and remedies of County provided in this Paragraph 23 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 23.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and

benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of the Software and related Documentation), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

## **24. TERMINATION FOR IMPROPER CONSIDERATION**

- 24.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, Amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 24.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County's Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 24.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **25. EFFECT OF TERMINATION**

In addition to any other rights and remedies of County, upon termination of this Agreement by County, whether for cause or at will:

1. Contractor shall (i) stop work under this Agreement on the date and to the extent specified in such notice; (ii) complete performance of such part of the work as shall not have been terminated by such notice; and (iii) transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and
2. Contractor shall promptly return to County any and all of County's Confidential Information and the County Materials that relate to that portion of the Agreement and work terminated by County; and
3. County will continue to own all of the Images developed by Contractor for County under this Agreement; and
4. Except if County terminates the Agreement for insolvency pursuant to Paragraph 23 (Termination for Insolvency), County's login and password to the Costars® will be revoked, and County will have no right to keep or use any copy of the user Documentation. Contractor shall furnish to County the Images in a manner and format acceptable to County and provide County with a means to utilize such Images on its own (i) at a cost agreed to by County and Contractor, if the Agreement is terminated by

County for convenience pursuant to Paragraph 22 (Termination for Convenience), and (ii) at no cost to County, if the Agreement is terminated by County other than for convenience.

5. County shall pay Contractor all monies due in accordance with the terms of the Agreement for the work completed up to the time of termination; and
6. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Utilization Fees pro rata for the unused System Utilization Term.
7. Except if County terminates the Agreement for convenience pursuant to Paragraph 22 (Termination for Convenience), County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other work; and
8. Contractor and County shall continue the performance of this Agreement to the extent not terminated.

## **26. RECORDS AND AUDITS**

- 26.1 Contractor shall maintain accurate and complete financial records of its activities and operation relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to the extent legally permissible. All such material, including, but not limited to, all financial records, employment records including time cards to the extent legally permissible, shall be kept and maintained by Contractor and shall be made available to County electronically or otherwise during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. Any such material shall be maintained by Contractor at a location in Los Angeles County. If any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location, provided that Contractor's liability for such County incurred costs shall be subject to the transportation, meals and lodging expenditure limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, unless all such material can be made available to County electronically.
- 26.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided

by applicable Federal or State law or under this Agreement. County will make a reasonable effort to maintain the confidentiality of such audit report(s).

26.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 26 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

26.4 Upon the Effective Date, Contractor shall submit to County a complete set of financial statements for the preceding twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing. County will treat all financial statements provided by Contractor under this Paragraph 26 as Confidential Information (as such term is defined in Paragraph 20.1 above), provided that such statements are properly marked as "CONFIDENTIAL" or otherwise in accordance with Paragraph 15.4 (Proprietary and Confidential), subject to Paragraph 15.5 (Public Records Act).

## **27. INDEPENDENT CONTRACTOR STATUS**

27.1 This Agreement is by and between County and Contractor and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

27.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

27.3 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all persons performing work pursuant to this Agreement.

27.4 Notwithstanding the provisions of this Paragraph 27, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

27.5 Contractor shall provide to County an executed Employee Acknowledgment, Confidentiality and Assignment Agreement (Exhibit E) for each of Contractor's Key Personnel and employees with access to Sensitive Information. Such agreements shall be delivered to County's Contract Administrator at the address set forth in Section I (County's Key Personnel) of Exhibit D (Administration of Agreement) on or immediately after the Effective

Date, but in no event later than the date any such employee first performs work under this Agreement.

**28. WARRANTY AGAINST CONTINGENT FEES**

- 28.1 Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 28.2 For breach of this warranty, County shall have the right to terminate this Agreement for default and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**29. MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County. County shall have the right, at County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 29 by review of Contractor's books and records.

**30. CONFLICT OF INTEREST**

- 30.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 30.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
- 30.3 Failure by Contractor to comply with the provisions of this Paragraph 30 shall constitute a material breach of this Agreement.



31.

**COUNTY'S QUALITY ASSURANCE PLAN**

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms, conditions and performance standards of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to County's Board of Supervisors along with a notice to Contractor. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 21 (Termination for Default) or Paragraph 22 (Termination for Convenience), or impose other penalties as specified in this Agreement.

32.

**FORCE MAJEURE**

32.1

Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for reasonable delays in the completion of work under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes or freight embargoes, but in every such case the failure to perform must be beyond the control and without any fault or negligence of Contractor.

32.2

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for reasonable delays in the completion of the work, unless the goods and/or services to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources. As used in this Paragraph 32, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

32.3

Notwithstanding anything herein to the contrary, County shall not be liable for any additional costs incurred by Contractor, or any subcontractor hereto, arising out of or resulting from such Contractor *force majeure* event.

33.

**UNLAWFUL SOLICITATION**

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

**34. RESOLICITATION OF BIDS AND PROPOSALS**

- 34.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. The Department shall make the determination to solicit bids or request proposals in accordance with applicable County and/or Department policies.
- 34.2 Contractor acknowledges that County, in its sole discretion, may enter into an agreement for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

**35. COMPLIANCE WITH APPLICABLE LAWS**

- 35.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.
- 35.2 Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents (hereinafter in this Paragraph 35 "County"), from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 35.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County, which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

**36. FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees and agents (hereinafter in this Paragraph 36 "County"), from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

## **NONDISCRIMINATION AND COMPLIANCE WITH CIVIL RIGHTS LAWS**

37. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status, sexual orientation or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 37.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor's EEO Certification (Exhibit F).
- 37.3 Contractor shall take affirmative action to ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status, sexual orientation or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 37.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status, sexual orientation or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- 37.5 Contractor certifies that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws, including, but not limited to:
1. Title VII, Civil Rights Act of 1964;
  2. Section 504, Rehabilitation Act of 1973;
  3. Age Discrimination Act of 1975;
  4. Title IX, Education Amendments of 1973, as applicable; and
  5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 37.6 To the extent permissible by applicable law, Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 37 when so requested by County.
- 37.7 If County finds that any of the provisions of this Paragraph 37 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been

violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

- 37.8 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five Hundred Dollars (\$500) for each such violation, in lieu of terminating or suspending this Agreement, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 21 (Termination for Default).

**38. NONDISCRIMINATION IN SERVICES**

- 38.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 38, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

- 38.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

**39. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF / ON RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the Effective Date to perform the work set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff and qualified former County employees who are on a re-employment list during the term of this Agreement.

**40. RESTRICTIONS ON LOBBYING**

**40.1 Federal Funds Projects**

If any Federal funds are to be used to pay portion for any of Contractor's work under this

Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

40.2 County Projects

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

41. **EMPLOYMENT ELIGIBILITY VERIFICATION**

41.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

41.2 Contractor shall obtain from all employees performing under this Agreement, prior to commencing any work hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

41.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 41 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense, at its sole cost and expense.

41.4 In the event Contractor fails to comply with the provisions of this Paragraph 41, County may, in its sole discretion, terminate this Agreement for default.

42. **CONSIDERATION OF GAIN / GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the Effective Date,

Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractor shall contact the nearest GAIN/GROW office to obtain referrals. A list of GAIN/GROW offices may be obtained via the internet at [www.ladpss.org/dpss/gainservices/default.cfm](http://www.ladpss.org/dpss/gainservices/default.cfm).

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

43. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

43.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

43.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of State and Federal law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall, implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

44. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 43 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which the Auditor-Controller or County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 21 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 47 (Contractor Responsibility and Debarment).

45. **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

45.1 Contractor and County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any

employee of one party to become an employee or agent of the other party within the meaning of Paragraph 3.3 (Approval of Contractor's Staff).

45.2 Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform work described in this Agreement, in the event that: (i) County has the right to terminate this Agreement pursuant to Paragraph 23 (Termination for Insolvency); (ii) this Agreement is terminated by County due to Contractor's default pursuant to Paragraph 21 (Termination for Default); or (iii) Contractor and County have followed the Dispute Resolution Procedure and have otherwise exhausted other administrative remedies, if any, as determined by County; or (iv) Contractor no longer provides services County deems essential.

45.3 The prohibition in this Paragraph 45 shall not apply to any hiring action initiated through a public announcement.

46. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

47. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

47.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

47.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles Code, if County acquires information concerning the performance of Contractor on this Agreement or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on, County agreements for a specified period of time, which generally will not exceed five (5) years, although may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

47.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

- 47.4 If there is evidence that Contractor may be subject to debarment, the Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 47.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor may be deemed to have waived all rights to appeal.
- 47.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 47.7 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 47.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) the requesting Contractor has been debarred for a period longer than five (5) years, (ii) the debarment has been in effect for at least five (5) years and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 47.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 47.10 The terms and procedures of this Paragraph 47 shall also apply to subcontractors, consultants and partners of Contractor performing work under this Agreement.



48.

**COUNTY AUDIT SETTLEMENTS**

If, at any time during or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall, at County's sole discretion, either be: (i) repaid by Contractor to County by cash payment upon demand; or (ii) at County's sole option, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid by County to Contractor, provided that in no event shall County's payments to Contractor exceed the Contract Sum identified in Paragraph 8.1 (Contract Sum).

49.

**FEDERAL ACCESS TO RECORDS**

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

50.

**LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to County's Contract Administrator at the address set forth in Section I (County's Key Personnel) of Exhibit D (Administration of Agreement).

51.

**NEW TECHNOLOGY**

Contractor and County acknowledge the probability that the technology of the software and hardware which comprise the System will change and improve during the term of this

Agreement. County desires the flexibility to incorporate into the System any new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Manager of all new technologies, methodologies and techniques which Contractor considers to be applicable to the System. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 4 (Change Notices and Amendments).

**52. NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

**53. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

**54. DISPUTE RESOLUTION PROCEDURE**

54.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 54 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

54.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.

If Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

If County fails to continue without delay to perform its responsibilities under this Agreement which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

- 54.3 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers (with a copy to County's Contract Administrator) for the purpose of endeavoring to resolve such dispute.
- 54.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and County's Director. These persons shall have ten (10) days to attempt to resolve the dispute.
- 54.5 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 54.6 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 54, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 54.7 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 23 (Termination for Insolvency), Paragraph 21 (Termination for Default), Paragraph 24 (Termination for Improper Consideration), Paragraph 22 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraphs 15 (Proprietary Considerations) and 20 (Confidentiality), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

## 55. WAIVER

No breach by Contractor of any provision of this Agreement can be waived unless done in writing. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. **CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER**

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

57. **DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

57.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

57.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

58. **AUTHORIZATION WARRANTY**

Each party represents and warrants that the person executing this Agreement or any Amendment thereto pursuant to Paragraph 4 (Change Notices and Amendments) for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

59. **FORMS AND PROCEDURES**

All forms and procedures used by Contractor in communication with County pursuant to this Agreement shall be subject to review and approval by County. Such forms and procedures shall not conflict in any way with this Agreement and shall incorporate the terms and conditions of this Agreement. In the event of any conflict between such forms and procedures and this Agreement, the provisions of this Agreement shall prevail.

60. **MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL**

Contractor cannot assign employees under the age of eighteen (18) to perform work under

this Agreement. All of Contractor's employees working at County facilities must be able fluent in both spoken and written English. Contractor's employees must be United States citizens or legally present and permitted to work in the United States.

61. **VALIDITY AND SEVERABILITY**

61.1 **Validity**

The invalidity, unenforceability or illegality of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

61.2 **Severability**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

62. **NOTICES**

62.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing, addressed to the parties identified in Exhibit D (Administration of Agreement), and shall be delivered: (i) by hand with signed receipt; (ii) by first-class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

62.2 Director shall have the authority to issue all notices or demands which are required or permitted to be issued by County under this Agreement.

62.3 **To County**

Notices addressed to County shall be sent to the attention of County's Project Manager and County's Contract Administrator at the respective locations set forth in Section I (County's Key Personnel) of Exhibit D (Administration of Agreement).

62.4 To Contractor

Notices addressed to Contractor shall be sent to the attention of Contractor's Project Manager at the location set forth in Section II (Contractor's Key Personnel) of Exhibit D (Administration of Agreement).

62.5 Each party may change the names of the people designated to receive notices pursuant to this Paragraph 62 by giving written notice of the change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

63. **NOTICE OF DELAYS**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall immediately, but no later than within one (1) Business Day, give to the other party notice thereof, with all relevant information with respect to such actual or potential delay, by telephoning the appropriate personnel of that party, followed by a written notification within one (1) Business Day.

64. **ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of arm's length negotiations between Contractor and County. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement is to be interpreted fairly as between the parties and not strictly construed as against either party.

65. **NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

66. **ACCESS TO COUNTY FACILITIES**

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager, which approval shall not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While in non-public or restricted areas of County, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager.

67. **COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

67.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code"), a copy of which is attached as Exhibit G (Jury Service Ordinance) and incorporated by reference into and made a part of this Agreement.

67.2 Written Employee Jury Service Policy

67.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 67.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

67.2.2 For purposes of this Paragraph 67, "Contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract with Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 67. The provisions of this Paragraph 67 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

67.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- 67.2.4 Contractor's violation of this Paragraph 67 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

68. **PHYSICAL ALTERATIONS**

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, County's Project Manager and the Director of County's Internal Services Department, in their discretion.

69. **CONTRACTOR'S OFFICES**

Contractor's business offices are located at 1740 Creekside Oaks Drive., Suite 175 Sacramento, Ca. 95833. Contractor shall notify in writing to County's Project Manager identified in Section I (County's Key Personnel) of Exhibit D (Administration of Agreement) of any change in its business address at least ten (10) Business Days prior to the effective date thereof.

70. **DELIVERY AND RISK OF LOSS**

Contractor shall bear the full risk of loss due to total or partial destruction of the Software and Images loaded on CDs or other computer media until such items are delivered to and accepted in writing by County.

71. **STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance, which might impair his/her physical or mental performance.

72. **COUNTY POLICY REGARDING RECYCLED PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible for the purpose of this Agreement.

73. **ASSIGNMENT BY COUNTY**

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

74. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.



75. **SURVIVAL**

The provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

- 9.5 County's Right to Withhold Payments
- 10. Warranties
- 11. Ownership and License
- 13. Indemnification
- 15. Proprietary Considerations
- 16. Intellectual Property Indemnification
- 19. Disclosure of Information
- 20. Confidentiality
- 21. Termination for Default
- 22. Termination for Convenience
- 23. Termination for Insolvency
- 24. Termination for Improper Consideration
- 25. Termination for Gratuities
- 26. Records and Audits
- 35. Compliance with Applicable Laws
- 36. Fair Labor Standards
- 41. Employment Eligibility Verification
- 48. County Audit Settlements
- 49. Federal Access to Records
- 52. No Third Party Beneficiaries
- 53. Governing Law, Jurisdiction and Venue
- 61. Validity and Severability
- 75. Survival

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of the Child Support Services Department, and Contractor has caused this Agreement subscribed in its behalf by its duly authorized officer(s), the day, month and year first above written.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Steven J. Golightly, Director  
Child Support Services Department

**CONTRACTOR**

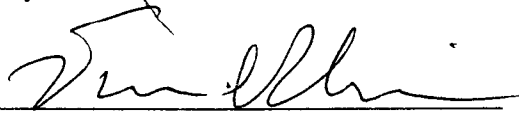
By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Victoria Mansourian  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF WORK**

## PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being

utilized, how well services are being provided, and what are the results of the services: is anyone better off?

Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

*Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

*Service Access*

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

*Service Environment*

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **I. DESCRIPTION OF SERVICES**

### **A. BACKGROUND**

Informatix currently provides document imaging and retrieval services to all local child support agencies in the State of California, with the exception of Los Angeles County. This imaging system will allow CSSD view access to the child support records of all other child support agencies which subscribe to the Customer Online Storage and Retrieval System (Costars®) database of Informatix. Hence, this Agreement will enable CSSD to view, in real time, case records of all California counties. It is believed that the Costars® database will be incorporated into the California Child Support Automation System (CCSAS), thereby making a more efficient transition of the counties' case records to the State's new automation system.

CSSD manages approximately 475,000 open case files and maintains thousands more case records that are not yet appropriate for purging or destruction. These case files contain important court documents, affidavits, audits and other documents necessary for the accurate and timely enforcement of child support. Currently, staff is required to retrieve case files from overcrowded file rooms to respond to the inquiries of CSSD case participants. If files are transported to court, lost or misplaced, service to CSSD customers is negatively impacted. Further, Call Center staff has no access to the divisional case files and must rely solely on the computer terms to answer customer inquiries.

Having CSSD's files imaged will allow all Department staff to have real time and immediate access to court orders and case documents, without regard to the location of the physical file, saving staff valuable time to more accurately and effectively handle constituent matters. Additionally, imaging CSSD's files will eventually enable the Department to save file room space and rent as the need for physical case files diminishes.

Overall, this Agreement will benefit CSSD by 1) reducing the manually intensive process involved in maintaining case files; 2) providing greater accessibility to documents; 3) reducing the potential for human error in the processing of documents and dissemination of information; 4) allowing CSSD to maximize limited floor space currently used for file retention; and 5) enabling CSSD to access the files of all other counties in California which are currently participating in Informatix' Costars® child support database.

### **B. SCOPE OF SERVICES**

The purpose of this Scope of Work (SOW) is to specify the scope of services to be provided by Contractor to County for establishing connectivity to, training on and use of the Costars® application and document repository and to allocate responsibilities between County and Contractor in the implementation and utilization of Costars®. Contractor shall provide the following work under the Agreement:

1. SYSTEM IMPLEMENTATION – consisting of the following Tasks related to Costars®:
  - Task 1 – Project Management
  - Task 2 – Interface and Implementation
  - Task 3 – System Training
2. SYSTEM UTILIZATION – maintenance and support of Costars®
3. PROFESSIONAL SERVICES – consulting services and additional training after Costars® implementation

## **II. SYSTEM IMPLEMENTATION**

### **A. TASK 1 – PROJECT MANAGEMENT**

Project Management responsibilities associated with System Implementation set forth in this Task 1 include the overall task of scope, schedule, quality and resource and communications management, as further defined in this Section II.A below.

#### **1. COUNTY TASKS AND RESPONSIBILITIES**

County will provide project management over its activities and will work collaboratively with Contractor to consolidate information into an overall *Project Schedule*. The specific Project Management tasks required of County may include the following:

- a. Provide a primary point of contact for issue resolution.
- b. Provide input and updates to Contractor's *Project Schedule*.
- c. Schedule and ensure attendance of appropriate County staff and vendors at the kickoff meeting.
- d. Schedule and ensure attendance of appropriate County staff and vendors at the status teleconferences.
- e. Manage County resources assigned to System Implementation sufficient to achieve connectivity to and use of the Costars® site and application by County staff.

These activities include, but may not be limited to, providing access to County facilities as may be needed; identifying County hardware and software that will need configuration changes to support the implementation, including PCs, printers, servers and network devices, if any; developing data interface files in the format provided by Contractor to support the indexing needs of County;



engineering local business processes to support imaging; and providing acceptance testing support and System Implementation planning.

- f. Provide monthly workload volume projections during the first six (6) months following the Effective Date.

## **2. CONTRACTOR TASKS AND RESPONSIBILITIES**

While County will be providing project management over its activities, Contractor will work collaboratively with County to consolidate information into an overall *Project Schedule*. The specific Project Management tasks required of Contractor include, but are not limited to, the following:

- a. Provide a primary point of contact for issue resolution.
- b. Provide project oversight and meeting facilitation services.
- c. Provide a *Project Schedule* identifying major milestones.
- d. Schedule and conduct a kickoff meeting with applicable staff.
- e. Organize and direct status teleconferences with County staff.
- f. Manage Contractor resources assigned to the project.

## **B. TASK 2 – INTERFACE AND IMPLEMENTATION**

This Task 2 includes the extraction of child support data from the ACSES Replacement System (ARS), in the format specified by Contractor; setting up the process for transmitting the files created by the extraction process to Contractor on a regularly scheduled basis; transmitting the files created by the extraction process to Contractor on a regularly scheduled basis; reviewing and approving the upload outcomes from the interface process; providing a security profile upload file in the format provided by Contractor; testing and approval of the security file upload; making configuration changes to local routers as required to access the Costars® site; and testing access to Costars® from County site(s).

### **1. COUNTY TASKS AND RESPONSIBILITIES**

The specific tasks required of County may include the following:

- a. Acquire permission from State DCSS for mutual access between County's and the other counties' Costars® Data images.
- b. Provide for telecommunications support necessary to gain and maintain access to the Costars® site for County sites and staff.

- c. Test connectivity to ensure access.
- d. Provide Contractor with an initial security file that provides the User ID and password information for all staff requiring access to Costars®, delivered in Contractor's prescribed format, for upload and testing purposes.
- e. Provide Contractor with an initial upload of four (4) files used to load County's case construct data to the Costars® application. The four (4) case construct data files are to be delivered in Contractor's prescribed format, for upload and testing purposes. The files include:
  - i. Non-Custodial Party (NP) data
  - ii. Custodial Party (CP) data
  - iii. Child (CH) data
  - iv. Court Order (CO) data
- f. Review the results of the initial interface file uploads and making changes as recommended by Contractor.
- g. After successful testing, schedule interface file transfers in collaboration with Contractor and in the prescribed format.
- h. Operate and maintain the scheduled interface transfers.
- i. Network attachments, including hardware and devices, sufficient to gain access to the Costars® site.
- j. Work Stations to be used with Costars® shall have minimum configurations and software as follows:
  - i. Microsoft Internet Explorer v5.0+
  - ii. Adobe Acrobat Reader v5.0+

## **2. CONTRACTOR TASKS AND RESPONSIBILITIES**

The specific tasks required of Contractor include, but are not limited to, the following:

- a. Provide County's Project Manager and his/her designee(s) with the required interface and file formats and record layouts.
- b. Acceptance, upload and testing of an initial file transfer to seed County's case/participant information.

- c. Acceptance, upload and testing of an initial security file to seed County's user profile information.
- d. Receive, upload and review the results of the initial interface files' upload, making change recommendations to County as may be needed.
- e. Populate the production of County Costars® database.
- f. Configuration and set up of directory for County on Costars® NAS.

### **C. TASK 3 – SYSTEM TRAINING**

All Training, including System Training, is provided by Contractor on a Train-the-Trainer basis. Training includes the methods and procedures necessary to search, retrieve, view, print and ship documents using the Costars® site and processes.

#### **1. COUNTY TASKS AND RESPONSIBILITIES**

The specific Training tasks required of County include may include the following:

- a. Training facilities provisioned with computer workstations that connect to the Costars® site.
- b. Provide telecommunication connections to ensure access to Costars® from the County training site.
- c. Provide for scheduling of County trainers to receive Training.
- d. County trainers to provide user training to County staff.
- e. Maintain appropriate control over the dissemination of training materials.

#### **2. CONTRACTOR TASKS AND RESPONSIBILITIES**

The specific Training tasks required of Contractor include, but are not limited to, the following:

- a. Provide a Costars® Trainer for 1 day, onsite at a County provisioned training site.
- b. Methods and procedures necessary to search, retrieve, view, print and ship documents using the Costars® site and processes.
- c. Up to 25 hardcopies of the Costars® Training documentation.

- d. Up to 2 CDs of the same documentation for reproduction of training materials for the sole and exclusive use of County's training staff. Training is to be provided by County training staff to permitted staff lawfully employed by County.

### **III. SYSTEM UTILIZATION**

#### **1. COUNTY TASKS AND RESPONSIBILITIES**

- a. County's Project Manager will act as a single point of contact for all activities and ensure timely resolution of issues pertaining to County and its vendor staff availability and task performance.
- b. County will provide access to LCSA user and technical staff with sufficient expertise to facilitate successful completion of Contractor's responsibilities.
- c. County staff will use Contractor's methodology for preparing and shipping documents taught to them during Costars® training. Specifically:
  - i. County staff will use the Costars® application to prepare, slip-sheet, box, label and ship documents to Sacramento to the Costars® Document Management Center (DMC) which includes:
    - All staples, paper clips, binder clips and any other fasteners are to be removed by County staff prior to placing documents in boxes for shipping;
    - All slip sheets are to be printed and placed on top of the document to which they refer;
    - All photographs, especially color photos, are to be placed with their slip sheet at the top of the box, i.e., they are placed into the box last;
    - All boxes and their contents are prepared for shipment via the Costars® shipping interface.
  - ii. Shipping to DMC at Contractor's expense, is done at County's discretion as to frequency.
  - iii. Should County choose to have their documents returned, they are to be boxed and shipped back to CSSD at County's cost.
  - iv. Should County choose to have their documents destroyed, they are maintained in secure storage at DMC for 30 days post-scan. After that time, they are shredded at DMC and a certificate of destruction is provided.
- d. Once the initial security files have been uploaded to Costars, County will be responsible for maintaining permissions and access to Costars®.
- e. Network attachments, including hardware and devices, sufficient to maintain access to the Costars® site.
- f. Boxes sized to accommodate shipment of documents at the 5, 10 or 15 pound size. The specific dimensions will be provided to County's Project Manager.

(Individual boxes that exceed the weights set out above may be refused for pick up by the ground carrier.)

- g. Printers, paper, toner and other consumables necessary to print slip sheets.
- h. Trigger scanners as recommended by Contractor. Optional stands are recommended for ergonomic purposes but are a County option.
- i. Work Stations to be used with Costars® shall have minimum configurations and software as follows:
  - i. Microsoft Internet Explorer v5.0+
  - ii. Adobe Acrobat Reader v5.0+
- j. Transmit, in the Contractor's prescribed format, regularly scheduled weekly file transfers, relative to the case construct files that represent all such data new to County's ARS application during the week last past.
- k. In the case of an unsatisfactory image, County has 30 days from date of scan (always displayed in Costars® at the document level) in which to report the unsatisfactory image. County staff must provide Contractor sufficient identifying information including case number, document name, scan date, and shipping label number, so that the physical document may be located, reviewed and a determination made as to whether or not the image is a representation of the original document.
- l. One month prior to the conclusion of the previous six month projection, County will provide monthly workload volume projections for the next six (6) months of the contract.

Should County expect monthly work volume to increase or decrease in excess of 15% from the current projection, County will provide notice to Contractor's Project Manager no later than 30 days prior to the commencement of the increase.

## **2. CONTRACTOR TASKS AND RESPONSIBILITIES**

- a. Contractor's Project Manager will act as a single point of contact for all activities and ensure timely resolution of issues pertaining to County and its vendor staff availability and task performance.
- b. Contractor shall provide access to the Costars® site via the DTS wide area network according to the availability calendar published regularly and currently provided to other child support customers.
- c. Contractor shall provide the Costars® application and functionality as described in the software licensing agreement in a state that is materially free of defects.

- d. Contractor shall provide for maintenance and operations of the application, its web services and databases.
- e. Acceptance and upload of regularly scheduled weekly file transfers relative to the case/participant construct files to be provided by County.
- f. Contractor shall convert to Adobe PDF format and store to the Costars® network device(s) all documents received from County.
- g. Contractor shall load converted image files onto a County-specific Costars® database located at Contractor's Document Management Center (DMC) in Sacramento, CA. Images from each package will be stored and available within 2 full Business Days of receipt at the DMC.
- h. Complete the scanning of package contents within 2 full Business Days of their receipt at the Document Management Center, located in Sacramento, CA, if the packages have been prepared in the prescribed manner, as described herein above and they are within the work load volume projection provided by County.
- i. The date and time of receipt will be carried automatically on the Costars® application and will always viewable by authorized CSSD users.
- j. Provide for Quality Control checks of converted images.
  - i. This process includes reviewing the images prior to uploading to Costars® and involves removal of blank pages, auto rotation of pages, and viewing the quality of the image.
  - ii. The minimum quality of the image will be the same as a 300 dpi photocopy of the original document. Quality of the original document is not Contractor's responsibility.
  - iii. During the Quality Control process an image that is found to be unacceptable or illegible is deleted, the physical document will be pulled and re-scanned to improve the image quality to meet that presented by the physical document.
- k. Unacceptable Image Quality - should County notify Contractor within 30 days of receipt of a package at the DMC that a document image is of unacceptably poor quality, County may request to have the document re-scanned.
  - i. If County requests to have a document re-scanned up to a minimum of the quality presented on the physical document and within 3 days of receipt of such request, Contractor will locate and review the document. There is no charge for re-scans that present appreciably improved image quality.
  - ii. If the quality of the physical document is no better than that of its image, Contractor will notify the CSSD Costars® contact of same.

- iii. If County requests to have their documents returned to them after processing, meaning that the physical document is located at a County site, County would need to locate and re-send the physical document to DMC for rescanning/correction using the standard shipping interface in Costars®. A re-sent document will be re-converted within the same timeframe, 2 full Business Days from receipt, as for any other document. There is no charge for re-scans that present appreciably improved image quality.
- m. Contractor will provide monthly billing statements to County.

### **3. CONTRACTOR SPECIFIC DELIVERABLES**

Contractor shall provide the following deliverables:

- a. A *Project Schedule*, due within 5 Business Days from the Effective Date.
- b. Kickoff meeting minutes, to be provided within 1 business day of the meeting to County's Project Manager.
- c. Minutes of status teleconferences, dates and times to be determined after *Project Schedule* development.
- d. An initial invoice will be submitted following the completion of task as stated in the Costars® Implementation section of this SOW. The initial invoice will contain the Contractor staff's name, the number of hours expended for the completion of the Costars® Implementation section of this SOW, the hourly rate, the total amount due for labor for the Costars® Implementation section of this SOW, the total amount expended for travel and expenses for Costars® Implementation section of this SOW, and a certification signed by the contract manager or designated official attesting to the accuracy of the data in the invoice. The hourly rates billed will be in accordance with the rates proposed in the cost for Contractor Services attachment.

## **IV. PROFESSIONAL SERVICES**

### **A. CONSULTING SERVICES**

Contractor shall, upon the written request by County's Project Director, or his/her designee, provide Consulting Services during the term of this Agreement. Following County's request for Consulting Services, Contractor shall submit to County for approval a not-to-exceed Maximum Fixed Price calculated based on the Fixed Hourly Rate and other pricing terms set forth in Exhibit C (Prices and Fees). Contractor additionally shall submit an estimation of personnel hours to complete such Consulting Services. County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed and the Maximum Fixed Price for such Consulting Services.

All Consulting Services provided by Contractor under this Agreement shall be subject to County's written approval in accordance with the terms of the Agreement.

**B. TRAINING**

Contractor shall, upon written request by County's Project Director, or his/her designee, provide Training, including, without limitation, any necessary training material at the request of County, during the term of this Agreement. Following County's request for Training, Contractor shall submit to County for approval a not-to-exceed Maximum Fixed Price calculated based on the Fixed Hourly Rate and other pricing terms set forth in Exhibit C (Prices and Fees). Contractor additionally shall submit an estimation of personnel hours to complete such Training. County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed and the Maximum Fixed Price for such Training. The Training shall be subject to the terms of Section II.C (Task 3 – System Training) above.

All Training provided by Contractor under this Agreement shall be subject to County's written approval in accordance with the terms of the Agreement.



## **EXHIBIT B**

### **LICENSE TERMS**

The License terms set forth in this Exhibit B cover Costars®, its user documentation, and related computer programs, Documentation and information provided by Contractor.

#### **I. SCOPE OF LICENSE**

The License granted by Contractor to County to use Costars® on a server furnished by Informatix through a Wide Area Network provided by the California Department of Technology Services (DTS) provides County with the following:

- (1) Login and password access to the Costars® site resident at the Informatix Data Center.
- (2) Imaging services and storage of up to 2.5 million Images on the Costars® storage network. Storage of in excess of 2.5 million Images will be subject to additional to additional charges upon County's approval.
- (3) Unlimited access to all Data files stored by County and all other California Local Child Support agencies participating in Costars® for an unlimited number of users authorized by CSSD.
- (4) Unlimited use of the Costars® application to search and retrieve documents stored by County and all other California Local Child Support agencies participating in Costars® on the Costars® site.
- (5) Use of the Application Programming Interface to either UPS or DHL to create shipping labels.
- (6) Storage of metadata for indexing and retrieval of Data documents.

#### **II. LICENSE RESTRICTIONS**

Unless expressly granted under this Exhibit B or the Agreement, County will not:

- (1) Copy. Make any copies of any computer program contained in Costars® and will not make any copies of all or any part of the user Documentation, except for County's own use. Every copy of the Costars® Documentation made by County shall retain the same copyright or other proprietary rights notice as was originally affixed when delivered by Informatix.
- (2) Disseminate. Permit use or access to Costars® to any other person, except in accordance with Contractor's express consent or as otherwise permitted under the Agreement. County will safeguard the Costars® and related user Documentation

with a reasonable degree of care, using procedures designed to protect the trade secrets and proprietary information of Informatix, so that no unauthorized use is made of them and no disclosure of any part of their contents is made to anyone other than County and any of its authorized users, agents or consultants whose duties reasonably require such disclosure.

- (3) Reverse Engineer. Attempt to copy Software, modify, decompile, reverse assemble, reverse engineer or otherwise extract the source code or scripts for Costars® programs, or rent, lease, distribute, sell or create derivative works of Costars® software.
- (4) Trademarks. Costars® is a registered trademark of Informatix, Inc. This License does not grant permission to use the trade names, trademarks, service marks or product names of Contractor, except as required for reasonable and customary use in describing the origin of the work hereunder and reproducing the content of the notice file.

### III. LICENSE TERM

The License granted under this Agreement shall commence upon the Effective Date and, provided undisputed payments to cover annual License Fees are made, shall continue through the end of the term of this Agreement, unless sooner terminated as provided herein.

### IV. SOFTWARE WARRANTY

Contractor hereby provides the following warranties with respect to the System, and Costars®, including the description of its functionalities and performance:

- (1) Image quality will be at least equivalent to a 300 dpi photocopy of the original document. While Informatix has no control over the quality of original documents submitted for imaging and assumes no responsibility for illegible originals, if a document is submitted for re-scanning for failure to substantially meet this standard, County will not be charged for the second Image.
- (2) The System will be available to County during the Support Hours as defined in Paragraph 1.3 (Definitions) of the body of the Agreement. For purposes of this provision, Contractor has no control over California Department of Technology Services (DTS) servers or communication and will not be responsible for unavailability of Data or Costars® images due to DTS systems outages.
- (3) Informatix will return electronic Images to CSSD within two (2) full Business Days of receipt of the paper originals at Contractor's Document Management Center (DMC). Upon notification by County and Contractor's subsequent verification of a

claim of failure to return electronic Images to CSSD within such two (2) full Business Days of receipt of the paper originals at Contractor's DMC, at no fault of County, more than twice in any given calendar month, any documents submitted for imaging, which are not in compliance with this standard, will be imaged at no cost to CSSD, until this performance standard is met.

- (4) In the event that Costars® does not perform in accordance with the warranties set forth herein or otherwise in the Agreement for reasons under its control, Informatix agrees to repair or fix any non-conformity free of charge, or to refund any amount paid by County for the Costars® License prorated to the date of refund.

## **V. DISCLAIMER OF SOFTWARE WARRANTY**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION IV (SOFTWARE WARRANTY) OR THIS AGREEMENT, INFORMATIX DISCLAIMS ALL IMPLIED WARRANTIES FOR Costars®, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**I. SYSTEM IMPLEMENTATION**

The total amount of System Implementation described in Section I (System Implementation) of Exhibit A (Scope of Work) shall not exceed the fees set forth in this Section I below.

<b>TASK No.</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Task 1	PROJECT MANAGEMENT	\$ 8,000
Task 2	INTERFACE AND IMPLEMENTATION	\$ 12,000
	Requirements Analysis	
	Programming	
	Testing	
Task 3	SYSTEM TRAINING	\$ 1,600
	Training	
	Travel	
	Lodging	
	<b>TOTAL</b>	<b>\$ 21,600</b>

**II. SYSTEM UTILIZATION**

Contractor shall provide System Utilization to County at the rates and fees set forth in this Section II below. There shall be no increase in the rates and fees provided herein during the term of the Agreement.

**A. DOCUMENT CONVERSION**

The Images shall be created by Contractor at the rates below. These rates shall not increase during the term of the Agreement regardless of when the Services are provided.

<b>DESCRIPTION</b>	<b>UNIT COST</b>
SCANNING	Cost per Image
8.5" x 11" (est'd 95% of total Images) up to 300dpi tiff files	\$.117
8.5" x 14" (est'd 4.5% of total Images) up to 300dpi tiff files	\$.127
11" x 14" (est'd .5% of total Images) up to 300dpi tiff files	\$.152
INDEXING	\$.042
QUALITY ASSURANCE	\$.036
SHREDDING (INCLUDES A CERTIFICATE OF DESTRUCTION) (est'd 80% of Image count)	\$.001688/page

**B. UTILIZATION FEES**

1. **LICENSE FEES:** \$ 7,400 / year for up to 2.5 million Images

<b>LICENSING (UP TO 2.5 MILLION IMAGES)</b>		
COSTARS Electronic Document Imaging (client)		\$400
COSTARS Electronic Document Imaging (server)		\$400
COSTARS Electronic Document Management (client)		\$400
COSTARS Electronic Document Management (server)		\$400
COSTARS Electronic Workflow (client)		\$400
COSTARS Electronic Workflow (server)		\$400
COSTARS Record Center Management (client)		\$400
COSTARS Record Center Management (server)		\$400
COSTARS Database Management System (client)		\$400
COSTARS Database Management System (server)		\$400
COSTARS Capture Sub-Systems Software (client)		\$400
COSTARS Capture Sub-Systems Software (server)		\$400
COSTARS Electronic Record Keeping System Software (client)		\$400
COSTARS Electronic Record Keeping System Software (server)		\$400
COSTARS Records Information Management Software (client)		\$400
COSTARS Records Information Management Software (server)		\$400
COSTARS Adjustment to Ensure Compliance with L.A. County Jury Service Program		\$1,000
	Licensing	\$7,400

2. **MAINTENANCE FEES:** \$ 1,280 / year for up to 2.5 million Images

**UTILIZATION FEES:** \$ 8,680 / YEAR

**II. PROFESSIONAL SERVICES**

This Agreement allocates an amount for acquiring Professional Services. The Professional Services shall be acquired by County from Contractor pursuant to Paragraph 5.3 (Professional Services) of the body of the Agreement by executing a Change Notice in accordance with Paragraph 4 (Change Notices and Amendments) of the body of the Agreement.

<b>TYPE OF SERVICE / DESCRIPTION</b>	<b>FIXED HOURLY RATE</b>
<b>CONSULTING SERVICES</b>	
Project Management	\$200 per hour
Requirements analysis	\$200 per hour
Programming	\$200 per hour
Testing	\$200 per hour
<b>TRAINING</b>	
Training	\$150 per hour
Travel	\$250 per trip
Lodging	\$150 per night

**A. FIXED HOURLY RATE****1. CONSULTING SERVICES**

The Consulting Rate for Consulting Services shall be \$200 per hour and shall be as provided above and shall not increase during the term of the Agreement regardless of when Consulting Services are provided.

**2. TRAINING**

The Training Rate for Training shall be \$150 per hour as provided above and shall not increase during the term of the Agreement regardless of when Training is provided.

**B. TRAVEL AND LODGING**

Reasonable travel and per-diem expenses not included in the fees contained herein may be billable, provided that: (i) such expenses are quoted and approved in advance by County; (ii) are based on the actual expenditures accrued; (iii) do not exceed \$250 per trip and \$150 per one (1) night of lodging; and (iv) do not exceed County's then current travel expense reimbursement rates.

IV. FIRST YEAR MAXIMUM COSTS

The maximum costs for the first year of the Agreement are as provided herein below.

## FIRST YEAR MAXIMUM COSTS

	FIRST YEAR VOLUME	UNIT COST	EXTENDED COST
<b>PROFESSIONAL SERVICES</b>			
Project Management	40	\$200/hr	\$8,000
Requirements analysis	20	\$200/hr	\$4,000
Programming	20	\$200/hr	\$4,000
Testing	20	\$200/hr	\$4,000
System Training	8	\$150/hr	\$1,200
Travel	1 trip	\$250/trip	\$250
Lodging	1 night	\$150/night	\$150
<b>EQUIPMENT</b>			
Trigger scanner	Optional (3)	\$300	\$900
<b>SCANNING</b>			
8.5x 11 Image	1,824,000	.117/image	\$213,408
8.5x 14 Image	86,400	.127/image	\$10,973
11x 14 Image	9,600	.152/image	\$1,459
Indexing	1,920,000	.042/image	\$80,640
Quality Assurance	1,920,000	.036/image	\$69,120
Shredding (80% of Image count)	1,536,000	.001688/page	\$2,593
<b>SYSTEM UTILIZATION</b>			
Software License	1 time	\$7,400	\$7,400
Maintenance	1 time	\$1,280	\$1,280
		<b>TOTAL</b>	<b>\$409,373</b>

**EXHIBIT D**

**ADMINISTRATION OF AGREEMENT**



**I. COUNTY'S KEY PERSONNEL**

AGREEMENT No. \_\_\_\_\_

**COUNTY'S PROJECT MANAGER:**

Name: Robert Friedlander  
Title: Division Chief  
Address: 621 Hawaii Street,  
El Segundo, CA 90245-4825  
Telephone: (310) 297-2302  
Facsimile: (310) 643-5755  
E-Mail Address: Robert.Friedlander@cssd.lacounty.gov

**COUNTY'S CONTRACT ADMINISTRATOR:**

Name: Elisha Gardner  
Title: Division Chief, Contracts and Grants Management Division  
Address: 5770 South Eastern Avenue, 3<sup>rd</sup> Floor  
Los Angeles, CA 90040-2924  
Telephone: (323) 889-3414  
Facsimile: (323) 889-0644  
E-Mail Address: egardner@cssd.lacounty.gov

(This page should be completed by Contractor)

**II. CONTRACTOR'S KEY PERSONNEL**

CONTRACTOR'S NAME \_\_\_\_\_

AGREEMENT No. \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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## CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

PROJECT NAME \_\_\_\_\_

CONTRACTOR/EMPLOYER NAME \_\_\_\_\_

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER \_\_\_\_\_

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### GENERAL INFORMATION

The organization identified above ("Contractor") is under contract ("Contract") to provide certain services to the County of Los Angeles ("County"). The County requires each employee of this Contractor performing services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Contractor Employee Acknowledgment, Confidentiality and Assignment Agreement.

### EMPLOYEE STATUS ACKNOWLEDGMENT

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

### CONFIDENTIALITY AGREEMENT

My work may be concerned with services provided by the County, and therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services. I may also have access to proprietary information belonging to other organizations doing business with the County. The County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand I must sign this agreement to be eligible to perform work for my employer under the County Contract. I have read this agreement and have taken due time to consider it prior to signing.

I agree not to disclose to nor reproduce for the benefit of any unauthorized person, any data or information obtained while performing work under the above-referenced Contract between my employer and the County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED: \_\_\_\_\_ POSITION \_\_\_\_\_

#### ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all

copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
  - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
  - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this agreement or the above referenced Contract.

I acknowledge that violation of this agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED: \_\_\_\_\_ POSITION: \_\_\_\_\_

## CONTRACTOR'S EEO CERTIFICATION

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Contractor's Name

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Address

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Internal Revenue Service Employer Identification Number

## GENERAL

In accordance with Subchapter VII of the *Civil Rights Act of 1964*, 42 USC Sections 2000e through 2000e-17, and the *Americans with Disabilities Act of 1990*, CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION  
(check one)

- |    |  |                          |                          |
|----|--|--------------------------|--------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.  | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.  | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables. | YES                      | NO                       |
|    |  | <input type="checkbox"/> | <input type="checkbox"/> |

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Name and title of signer

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Signature

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Date

**Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.



**Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.070 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

## **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

## **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## SAFELY SURRENDERED BABY LAW

**No shame.  
No blame.  
No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.**

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## SAFELY SURRENDERED BABY LAW

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of redsaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

## SAFELY SURRENDERED BABY LAW

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

Departamento de Servicios Sociales  
(Department of Social Services)  
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito  
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito  
Zev Yaroslavsky, Supervisor, Tercer Distrito  
Don Knabe, Supervisor, Cuarto Distrito  
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

## SAFELY SURRENDERED BABY LAW

**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

**¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

**¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*